



April 5, 2012

Board of City Commissioners
Bismarck, ND

Dear Commissioners:

The Board of City Commissioners is scheduled to meet in regular session on April 10, 2012 at 5:15 p.m. in the Tom Baker Meeting Room, City/County Office Building, 221 North 5th Street, Bismarck, North Dakota.

Invocation will be presented by a Chaplain from the Bismarck Police Department.

Future City Commission meetings are scheduled as follows:

April 24, 2012

May 8 & 22, 2012

June 12 & 26, 2012

MEETING OF CITY BOARD OF EQUALIZATION

1. Receive 2012 Annual Report from the Bismarck Assessing Division. (See attached information)
2. Adjourn.

MEETING OF THE BOARD OF CITY COMMISSIONERS

Proclamation: North Dakota City Government Week (April 9-13, 2012)

1. Consider approval of minutes of the meeting on March 27, 2012.
2. CONSENT AGENDA
 - A. Consider approval of expenditures.
 - B. Consider personnel actions. (See attached information)
 - C. Consider changes to the following: (See attached information)
 - Legislative Services Policy
 - Sick Leave Policy
 - Voluntary Termination of Employment Policy
 - D. Call for a public hearing on request to locate a new Class C-2 liquor license at 2801 Gateway Avenue (dba Staybridge Suites). (See attached information)



- E. Consider approval of lease renewal for Hamid Basirat (Electrolux Vacuum Services) for three years in the 5th & Bowen Commercial Center.
- F. Consider the following requests from the Police Department: *(See attached information)*
- Permission to sell found/abandoned property at the annual Police auction.
 - Permission to apply for JAG grant through United States Bureau of Justice Assistance
- G. Consider request from Civic Center for permission to transfer funds for Exhibit Hall floor polishing project. *(See attached information)*
- H. Consider the following from Engineering Department: *(See attached information)*
- Request to place yellow ribbons on light standards in central business district by Supporting Our Troops.
 - Request to place ribbons on light standards in Downtown Area by Federation of Families for Children's Mental Health.
 - Request for sole source purchase of robotic total station for surveying and associated accessories.
 - Request from Ridgfield Condominium Association and Ridgfield Homeowners Association for Encroachment and Waiver Agreement
 - Proposed changes to "Policies and Procedures in Developing Subdivisions in the City of Bismarck".
- I. Consider the following relating to Street Improvement District 450 (resurface 39 blocks of pavement and reconstruct 6 blocks of pavement): *(See attached information)*
- Request for Resolution Approving Plans and Specifications
 - Request to Create Resolution of Necessity
 - Request for Authorization to Advertise and Receive Bids
- J. Consider the following requests relating to Street Improvement District 446 (new pavement, curb and gutter, ADA ramps, sidewalk and related work): *(See attached information)*
- Resolution Creating Street Improvement District 446 and Ordering Preparation of Preliminary Engineering Reports
 - Resolution Approving Preliminary Reports and Directing Preparation of Plans and Specifications
 - Resolution Approving Plans and Specifications
 - Resolution Declaring Petition for Improvement has been received
 - Authorization to Advertise and Receive Bids
- K. Consider request from Bismarck Airport for sale of surplus items at Bismarck Police Auction. *(See attached information)*
- L. Consider request from Fire Department for sale of surplus items at Bismarck Police Auction. *(See attached information)*
- M. Consider request from Public Works Service Operations Department for permission to scrap one 1979 Chevrolet Bruin Single Axle truck that is beyond economical repair. *(See attached information)*

N. Consider the following from Community Development Department: *(See attached information)*

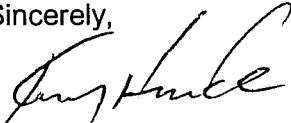
- Request to reappoint Wayne Yeager and Mike Schwartz to the City Planning & Zoning Commission for five year terms, ending in April 2017.
- Introduction and call for public hearing on the following. Bismarck Planning & Zoning Commission recommends approval.
 - Ordinance 5874 relating to annexation of part of Horizon Heights Fifth Addition, requested by Mitzel Builders, Inc.
 - Ordinance 5875 relating to annexation of Kilber North Addition, requested by Kilber Development, LLC.
 - Ordinance 5876 relating to zoning change for Kilber North Addition, requested by Kilber Development, LLC.
 - Ordinance 5877 relating to zoning change for Madison Lane Addition, requested by Frank Wagner, Kenneth Reno and Landmark Venture Capital, LLC.
 - Ordinance 5878 relating to zoning change for Sattler's Sunrise Ninth Addition, requested by Sattler Homes, Inc.
 - Ordinance 5879 relating to annexation of SouthBay Fourth Addition, requested by SouthBay Development, LLC.
 - Ordinance 5880 relating to zoning change for SouthBay Fourth Addition, requested by Corey Botner and SouthBay Development, LLC.
 - Ordinance 5881 relating to annexation of Legacy Addition, requested by First United Methodist Church.
 - Ordinance 5882 relating to zoning change for Legacy Addition, requested by First United Methodist Church.
 - Ordinance 5883 relating to zoning change for Lots A & B of Lot 1, Block 1, Edgewood Village First Addition requested by Pride, Inc. and the City of Bismarck.

REGULAR AGENDA

3. Consider request from the Downtown Business Association of Bismarck to appear to discuss parking structures along the Rosser Avenue corridor as identified in Bismarck Strategic Plan. *(See attached information)*
4. PUBLIC HEARING and second reading on Ordinance 5873 relating to traffic and bicycle lanes. *(See attached information)*
5. PUBLIC HEARING on Resolution of Necessity and Award Bids relating to Street Improvement District 445 (street, sewer and water main replacement): *(See attached information)*
6. Consider final plat for Meadowlark Commercial Sixth Addition, requested by MDS Properties, LLC. Bismarck Planning & Zoning Commission recommends approval. *(See attached information)*
7. Consider request from Public Works Utility Operations Department for approval of Engineering Services Agreement for Wachter Avenue Lift Station evaluation, master plan and force main design. *(See attached information)*

8. Receive and consider disposition of bids and project budget for reconstruction of the Airport Rescue and Fire Fighting (ARFF) Apron. *(See attached information)*
9. Receive and consider disposition of bids for tree debris cleanup from levee construction activities. *(See attached information)*
10. Receive and consider disposition of bids for trailer to be used for temporary Missouri Riverboat operations.
11. Consider the ongoing project agenda. *(See attached information)*
12. Consider request from City Attorney for the City Commission to hold an executive session under NDCC Section 44-04-19.2 regarding contract negotiation/negotiation strategy under NDCC Section 44-04-19.1(9) and economic development information under NDCC Section 44-04-18.4(5) for the following item:
 - Consideration of the potential purchase of land at the Northern Plains Commerce Centre (NPCC) by Apple Creek, LLP.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith J. Hunke", written in a cursive style.

Keith J. Hunke
Assistant City Administrator

Board of Equalization

Bismarck Assessing Division

April 10, 2012

Honorable Board of City Commissioners
221 N 5th Street
Bismarck, ND 58506-5503

Honorable Commissioners:

This 2012 annual report of the Bismarck Assessing Division is a summary of the 2012 assessment roll and a review of what has occurred in terms of real estate value and appraisal activity of this division through December 2011. The market value of taxable real property, property transfers, sales, new construction and annexations all combine to give a tax base for Bismarck's 2012 property tax year. This condensed report is a summary of the final assessment roll. Any changes in value that the Local, County, or State Boards of Equalization may make will be reflected in the final assessment.

The 2012 assessment roll total market value is \$4,849,803,400. This is an increase from the 2011 assessment roll total of \$330,792,900 or 7.32%. Of this increase, new construction contributed \$123,747,000; market value contributed \$194,032,500; the balance is attributed to prorations, abatements and changes in assessment. An extensive review of existing properties indicated that an update in market values was needed to accurately reflect Bismarck's increasing market and to comply with North Dakota State Tax Department guidelines. This review also indicated a change was needed to the land values for residential properties. The total market values of these properties were adjusted and then the value between the land and the building was redistributed. While existing commercial properties were increased an average of 4.70%, existing residential properties were increased an average of 4.11%. Adjustments have been made to many individual properties within all classes of real estate.

Procedures of assessment and appraisal are conducted under guidance from the North Dakota Tax Commissioner's Office, the North Dakota Century Code, and nationally recognized standards of mass appraisal of real property. The Bismarck Assessing Division respectfully recommends that the assessment roll be approved as submitted. Should anyone appear before the Board to protest an assessment in the 2012 report, the Bismarck Assessing Division will employ the abatement process pursuant to State law.

Respectfully Submitted,



Debra K. Goodsell
Acting City Assessor

Consent

Agenda

PERSONNEL ACTIONS FOR THE MEETING OF APRIL 10, 2012

Full-Time and Part-Time Appointments

Achtenberg, Lindsay Mosquito Surveillance Officer	Fire	Part-time rehire at \$11.00/hour 5/14/2012.
Boehm, Delvin Firefighter	Fire	Probationary appointment at \$19.04/hour 40 hour-week 4/1/2012-4/14/2012 then \$14.37/hour 53 hour-week starting 4/15/2012.
Bohlin, Breanna Mosquito Surveillance Officer	Fire	Part-time rehire at \$11.00/hour 5/14/2012.
Kimball, Marjorie Office Assistant I	Police	Probationary appointment at \$12.27/hour. 4/1/2012

Separations

Bartole, Anthony Maintenance Attendant I	Civic Center	Resigned. 3/16/2012
Mindt Janice Concessions Worker	Civic Center	Resigned. 3/16/2012
Packineau, Zach Library Circulation Manager	Library	Resigned. 4/14/2012
Becker, Roger Police Officer	Police	Retired. 4/30/2012
Speidel-Wetzsteon, Renee Office Assistant I	Public Health	Resigned. 3/26/2012
Mertz, Bill Equipment Operator I	Public Works	Retired. 5/4/2012
Timm, Todd Equipment Operator II	Public Works	Leave without pay 3/26/2012 – 3/29/2012. Terminated 3/29/2012.

Other

Bernard, Curtis Dispatcher I	Communications	Leave without pay. 3/20/2012 – 3/31/2012
Anderson, DeeAnn Acting Principal Office Assistant	Police	Acting Principal Office Assistant from \$16.93/hour - \$17.78/hour 4/1/2012.
Curtis, Jeremy Police Officer	Police	Remove from administrative leave. 4/4/2012
Jerome, Brad Police Officer	Police	Removed from administrative leave 3/18/2012
Ternes, Glen Police Sergeant	Police	Removed from administrative leave 3/17/2012
Sibla, Jim Laborer	Public Works	Reactivate seasonal laborer, from \$11.81/hour to \$12.22/hour. 4/16/2012.
Wetch, Jaydee Forestry Laborer	Public Works	Change from seasonal Truck Driver to Forestry Laborer, from \$13.50/hour to \$10.38/hour. 4/2/2012.
Wetzsteon, William Street Laborer	Public Works	Change from Seasonal Truck Driver to Street Laborer, from \$13.50/hour to \$10.55/hour. 3/26/2012

LEGISLATIVE SERVICE POLICY

City employees that wish to serve in elected public office, including the North Dakota Legislature, should report their intentions to their department head and supervisor as quickly as possible. The department head should assess the impact of any absences caused by this elective office and the ability of the department to accommodate these absences. A department head may grant or deny the employee the leave necessary to serve in public office while retaining his/her employment without loss of status or efficiency rating based solely on the City's ability to function in the employee's absence. This decision may be grieved pursuant to City Ordinance 9-06-06.

An employee elected to the legislature and approved for legislative leave must utilize leave without pay for all absences from the employee's job station during a regular or special legislative session. Other legislative absences not occurring during a regular or special legislative session may be handled under the City's standard leave policies. An employee serving in the legislature during a duly called regular or special legislative session under this policy will not receive any employee benefits but will be allowed the option to purchase pension service credits missed while in legislative service. Employees and their dependents utilizing the flexible benefit program will be suspended from participation in the program, including incurring costs to be paid, while on leave without pay. This should be considered when making annual program financial arrangements.

The department head may, at their discretion, propose the hiring of temporary replacement help or the temporary promotion of another employee during the time of absence of an employee serving in the legislature. All such temporary actions must be initiated and terminated with personnel action forms.

Approval Date:

9-05-03. Sick Leave. Sick leave shall accrue and be granted as follows:

1. Sick leave with pay shall accrue to each forty hour per week employee at the rate of eight hours of leave for each full month of service. Employees who have a regular work week in excess of forty hours shall accrue sick leave in hours that are comparable to an equivalent day in an average work week.

2. A maximum of twenty-four hours sick leave may be taken in the event of death in the immediate family of a regular full-time employee or a regular full-time employee's spouse. Fire employees who have a regular work period of 204 hours shall be granted 48 hours of leave. As used in this section, "immediate family" means spouse, parent, grandparent, child, step-child, brother or sister, grandchild, step parent, or step brother or sister.

3. Sick leave may be accumulated to a maximum of 960 hours, 1272 for fire employees who have a regular work period of 204 hours firemen. During each year, the excess of earned and unused hours over 960/1272 will be paid annually at a rate of 40%. The balance of hours and the employee's rate of pay will be determined as of 12-31 of each year. Payment shall be made to each qualifying employee on the first payroll following the hour calculation. At the time of payment, the employee's sick leave hours will be reduced to 960/1272.

4. An hour of sick leave shall be used for each hour of absence from employment. Sick leave is granted as a privilege and not as a right, and the claim for such leave is subject to such investigation as the department head deems necessary. If an employee takes sick leave for three or more consecutive calendar days or more than 24 consecutive hours of leave, the department head may request a doctor's certificate stating the cause of the incapacity before the employee may return to work.

5. Regular part-time employees shall be granted a prorated amount of sick leave payable at their usual rate of compensation.

6. Sick leave shall not be used in combination with any other employer-funded program that results in payment to an employee in excess of the employee's base salary.

Sick leave shall be on the basis of hours actually used. In the case of a Workers Compensation claim, sick leave will be used until Workers Compensation time-loss benefits begin. After the injured employee begins receiving Workers Compensation time-loss benefits, he or she will be placed on injury leave pursuant to City Ordinance 9-05-04.

7. A total of 60 hours sick leave per year may be taken in the case of the illness of the employee's ~~parent, grandparent, spouse or child~~ immediate family that requires the employee to care for that individual. Fire employees who have a regular work period of 204 hours shall be granted 79.5 hours of leave. The care authorized by this section may not include any visitation but must be for actual care.

(Ord. 4367, 04-23-91; Ord. 4353 and Ord. 4354, 07-21-92; Ord. 4487, 03-30-93; Ord. 4493, 04-13-93; Ord. 5491, 03-28-06; Ord. 5522, 07-27-06; Ord. 5631, 09-11-07; Ord. 5776, 06-22-10)

9-05-08. Leave of Absence. Leave of absence may be granted as follows:

1. A leave of absence without pay may be granted to an employee pursuant to the Family and Medical Leave Act of 1993 (FMLA) for the following reasons:

a. The birth of a child and in order to care for that child.

b. Adoption of a child or placement for adoption or foster care.

c. To care for a spouse, child, or parent with a serious health condition; or

d. The serious health condition of the employee.

2. To be eligible, an employee must qualify under the FMLA. The City shall adopt a policy regarding medical and family leave of absences pursuant to the terms and requirements of the FMLA.

3. Leave of absence or leave without pay may be granted for educational purposes, but only if it is determined by the department head that such leave will be beneficial to the employee's department and that it will not interfere with the normal operation of the department.

4. Employees who fail to return to duty upon completion of a leave of absence without pay shall be considered as separated from the civil service without prejudice on the intended date of return. If an employee chooses not to return to work for reasons other than a continued serious health condition, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

5. A leave of absence without pay may be granted to an employee serving in the legislature in conformance with a City Commission approved legislative service policy.

6. A leave of absence without pay may be granted to an employee with no available leave balance at the discretion of the department.

(Ord. 4593, 03-29-94)

9-06-01. Employee Separation and Discipline. An appointing authority may:

1. Lay off an employee in the civil service whenever necessary because of a change in duties or organization or shortage of work or funds. The order in which employees will be laid off must be determined in accordance with the employee's performance ratings with the city. Employees thus separated from the service through no fault of their own shall, upon request, be placed on the employment list for their former classes of positions as provided by this article.

2. Suspend a full-time employee without pay up to a period of thirty days within one calendar year. If an exempt employee is suspended it must be for a minimum of one week.

3. Demote a full-time employee from a position in one class to a position in a lower class.

4. Dismiss a full-time employee for cause.

5. Place an employee on paid or unpaid leave pending the investigation of a complaint or incident which may subject the employee to discipline or pending treatment resulting from an on-duty incident.

56. Take such other progressive discipline or disciplinary action or actions as are deemed appropriate.
(Ord. 4971, 04-27-99; Ord. 5136, 10-09-01)

VOLUNTARY TERMINATION OF EMPLOYMENT POLICY

POLICY

In order to ensure uniform and consistent procedures for employee terminations, the City of Bismarck has established rules applicable to all such terminations. All voluntary terminations must be coordinated with Human Resources and processed in accordance with the provisions outlined in this policy.

SCOPE

This policy applies to all full-time and part-time employees of the City of Bismarck.

PROCEDURAL NOTES

1. When an employee initiates a termination (i.e., the employee resigns), the termination is considered voluntary.
2. When an employee has been absent for three (3) consecutive days without notification, the City will have the right to process a termination of that employee, effective as of the date of the first absence, and any such termination is considered voluntary.
3. When an employee fails to return from an approved leave of absence for a period of three (3) consecutive days without notification, the City will have the right to process a termination of that employee, effective as of the date the employee was scheduled to return from the leave of absence, and any such termination is considered voluntary.
4. With respect to all voluntary terminations:
 - a. The employee's appointing authority or Human Resources should attempt to determine the specific reason(s) for resignation.
 - b. When appropriate, the employee's appointing authority should attempt to retain the employee.
 - c. The resigning employee is expected to provide the appointing authority and Human Resources with written notice of resignation, not less than two (2) weeks in advance of the date upon which the employee would have the resignation become effective.
 - d. Once an employee's resignation has been accepted by the City, the City will determine the employee's last day to be worked, and the termination will be effective as of that date.
5. When appropriate, Human Resources will attempt to schedule and conduct an exit interview with the terminated employee. An exit interview helps the City to

obtain information that may be useful in improving employee relations as well as to provide additional information to the terminated employee regarding pension, COBRA, etc.

6. The employee's appointing authority must sign a Personnel Action Form provided by Human Resources. This form must be completed to ensure that the employee is terminated in a uniform and consistent manner from all appropriate systems, that City property is reclaimed and that the employee's final paycheck is paid in accordance with State and Federal laws or regulations, etc.

7. All terminated employees will be paid in accordance with state and federal laws. Earned but unused vacation will be paid in accordance with the City's "Vacation Policy".

8. Health insurance for a terminated employee will terminate on the fifteenth (15) or the last day of the month in which the termination becomes effective, unless otherwise noted in a written COBRA and/or continuation of health insurance (utilized upon retirement only) agreement. Long-term Disability Insurance and Life Insurance will terminate on the day in which the employee terminates. Human Resources is responsible for terminating all insurance and notifying the employee of his/her conversion rights.

9. Former employees who held a position in the Civil Service, who were laid off without cause or who resigned in good standing within the previous twelve (12) months, will be given preference after present full-time regular employees and will be ranked ahead of other applicants on the employment list if they obtain the same or equivalent final earned rating in the specific competitive examinations given for that vacancy.

10. ~~Employees retiring from service with the City will be given the option to use all vacation time before the final resignation date and drawing a pension immediately after termination of employment~~ will be given three (3) options:

1) Use all annual leave prior to the final date of resignation.

2) Be paid a lump sum for all annual leave and continue health insurance coverage at the City's cost for the length of the annual leave accrual total.

3) Be paid a lump sum for all annual leave and discontinue health insurance.

Exception: Option 2 may not be selected if retiree or spouse is eligible for Medicare or Medicaid or if coverage under another Group Health Plan is available.

Approval Date: 1/11/05

Revision Date: 02/01/07

#2D

CITY OF BISMARCK
APPLICATION FOR RETAIL
ALCOHOLIC BEVERAGE LICENSE
(PARTNERSHIP OR CORPORATION)

License 100
Class C2

☒ New License Application
☐ Renewal
☐ Transfer
☐ Relocation

NOTE: This application must be made under oath and be accompanied by required fees.

CHECK ONE: ☐ Liquor and Beer
☒ Beer & Wine
☐ Wine (Restaurants)

CHECK ONE: ☐ On-Sale Only
☐ Off-Sale Only
☐ On and Off Sale

The undersigned states that the following information is true and correct.

NAME OF PARTNERSHIP OR CORPORATION Bismarck Hospitality, LLC
MAILING ADDRESS P O Box 15 - Aberdeen, SD 57402-0015 PHONE 605-229-0030
DATE OF INCORPORATION 10-22-10 STATE SD
IF OUT OF STATE CORPORATION, IS CORPORATION REGISTERED IN NORTH DAKOTA? Yes
NAME AND ADDRESS OF REGISTERED AGENT Corporation Service Company-2711 Centerville RoadSte 4
CERTIFICATE NUMBER 27,997,800 PHONE Wilmington, DE 19808 605-229-0030
NAME OF BUSINESS FOR WHICH LICENSE IS REQUESTED Bismarck Staybridge Suites
STREET ADDRESS 2801 Gateway Avenue, Bismarck, ND

LIST ALL OFFICERS OR DIRECTOR OF CORPORATION OR PARTNERS, AND % OF OWNERSHIP (Attach separate sheet, if necessary)

NAME James P. Koehler ADDRESS P O Box 15-Aberdeen, SD % OWNERSHIP 100
DOB _____ DRIVER'S LIC NUMBER _____
OCCUPATION Hotel Developer TITLE _____
ADDRESS (City and State) Aberdeen, SD OCCUPATION LAST 5 YEARS Same

NAME _____ ADDRESS _____ % OWNERSHIP _____
DOB _____ DRIVER'S LIC NUMBER _____
OCCUPATION _____ TITLE _____
ADDRESS (City and State) _____ OCCUPATION LAST 5 YEARS _____

NAME _____ ADDRESS _____ % OWNERSHIP _____
DOB _____ DRIVER'S LIC NUMBER _____
OCCUPATION _____ TITLE _____
ADDRESS (City and State) _____ OCCUPATION LAST 5 YEARS _____

MANAGER NAME Lara Beth Loritz ADDRESS 920 N 10th St - Bismarck, ND 58501
DOB _____ DRIVER'S LIC NUMBER _____
OCCUPATION Hotel Manager TITLE General Manager
ADDRESS (City and State) Bismarck, ND OCCUPATION LAST FIVE YEARS GM/DOS

LIST NAMES/ADDRESS/PERCENTAGE OF OWNERSHIP OF ANY PERSON OWNING AN INTEREST IN THE BUSINESS James P. Koehler - 100%

OWNER OF BUILDING OR PREMISES James P. Koehler

NOTE: If owner is other than applicant, attach a copy of lease or rental agreement. Also, all applicants must attach a copy of a blueprint of diagram on a separate sheet 11" x 8 1/2" in size, showing premises to be licensed. Show all exits, bars, dining areas, (if any) beverage coolers and beverage storage areas. Indicate which are solid walls, half walls, dividers, and movable partitions. Outline in different color ink, the area to be used for the sale and/or service of alcoholic beverages if entire building is not so used. Include the direction "North" on the diagram.

1. Are manager and all partners legal residents of the United States and the State of North Dakota, and are all officers or directors legal residents of the United States? No If not, explain Lara Loritz, the GM is a resident of ND. James P. Koehler (sole member) is a resident of SD.
2. Have any of the persons listed above been convicted of any crime within the past five years? If yes, list all convictions, dates, location and disposition or sentence of each No
3. Does the building meet all state and local sanitation and safety requirements? Yes
4. a. If a transfer or change in ownership or management, list former owner and manager NA
b. If a transfer or change in ownership, former owner must sign below:
I hereby consent to the requested transfer of this license:

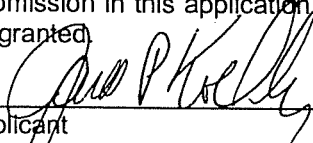
Date _____
5. Has applicant, or any of the persons listed above, within the past five years had any license to engage in the sale of alcoholic beverages revoked or suspended? No If yes, give details _____
6. If new application, has applicant or any of the persons listed above, engaged in the sale or transportation of alcoholic beverages previously? Yes If yes, give details see attached
7. Has applicant, or any of the persons listed above, within the past five years, had an application for any federal, state or local license of any type rejected or denied? If yes, give details No
8. Is there any agreement or understanding, or proposed agreement or understanding to obtain the license for another, or to operate the business for another, or as an agent for another? No If yes, give details _____
9. Has the business been sold or leased, or is there any intention to sell or lease, the business to another? No
If yes, give details _____
10. Has the applicant, or any of the persons listed above, any interest in whatsoever, directly or indirectly, any other licensed liquor establishment within or without the State of North Dakota? No If yes, give details _____
11. Will the applicant, or any of the persons listed above, be engaged in any other business other than the sale of liquor under the license applied for? Yes If yes, give details Hotel
12. Have all property taxes and special assessments currently due been paid? Yes If not, explain _____

I hereby agree and consent that authorized officers or representatives of the city may enter the premises licensed at any time to inspect the same and records of the business, and hereby waive any and all rights under the Constitution of the United States or State of North Dakota relative to searches and seizures without issuance of or use of a search warrant, and agree that I will not claim such immunities, and that such search, inspection and seizure may be made at any time without a warrant.

I agree that I will not transfer to sell this license, if granted, without the prior approval of the governing body and in accordance with applicable ordinances.


I also agree that should any of the information contained in this application change within the period of the license, if granted, that I will inform city officials immediately and furnish such details as may be requested by such officials concerning any such changes. I also agree that should there be a change in ownership or management during the period of the license, prior approval of the Board of City Commissioners is required.

I further agree that misrepresentation, false statement, or omission in this application shall be grounds for rejection of said application or for revocation or suspension of any license granted.



Signature of Applicant

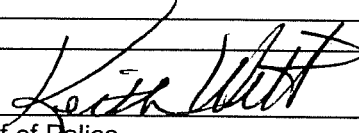
Subscribed and sworn to before me this 16th day of March 2012



Notary Public

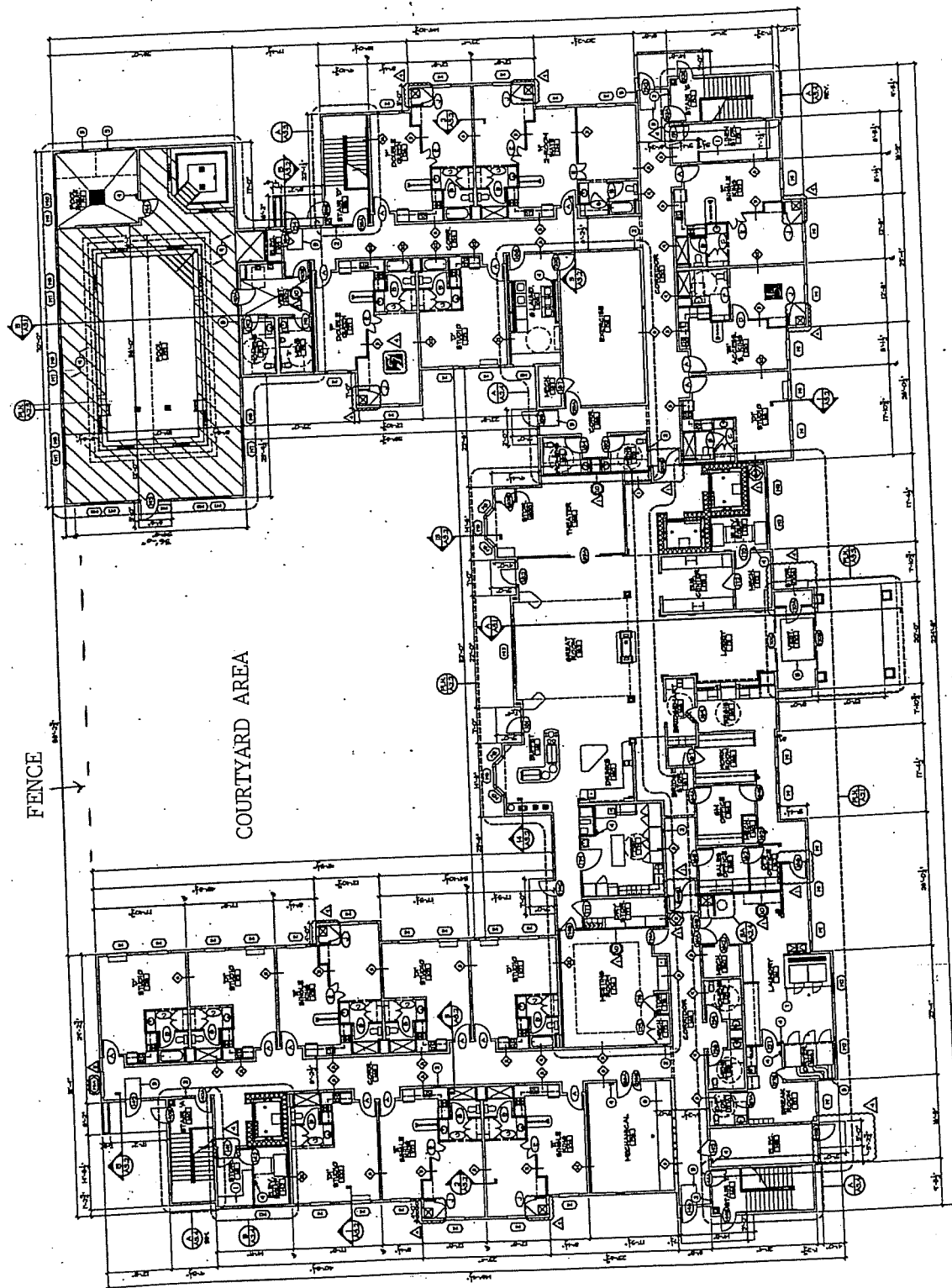
Recommend application be: APPROVED X DENIED _____

Reasons for negative recommendation _____



Chief of Police

The licensed area shall include the entire building and courtyard area



**BISMARCK STAYBRIDGE SUITES
& HOTEL**
2801 GATEWAY AVENUE
BISMARCK, ND 58503

FIRST FLOOR PLAN

April 2, 2012

To: Mr. Keith Hunke
Assistant City Administrator

From: Keith Witt
Chief of Police

Subj: Commission Agenda Item for April 10, 2012 – Request to sell found/abandoned property
at public auction

Please place this item on the consent agenda for consideration by the Board of City
Commissioners at their meeting scheduled for Tuesday, April 10, 2012.

The annual Police auction is scheduled for May 19, 2012. The Police Department has no surplus
or obsolete property to sell at this year's auction. However, I am requesting authorization to
dispose of found/abandoned property that we currently have in our custody at the auction.

I will be available at the meeting to answer any questions.



KEITH WITT
Chief of Police

kw

Bismarck Police Department

#2F2

April 2, 2012

To: Mr. Keith Hunke
Assistant City Administrator

From: Keith Witt
Chief of Police

Subj: Commission Agenda Item for April 10, 2012 – Request for Permission to Apply for a JAG grant through the United States Bureau of Justice Assistance

Please schedule this item for consideration by the Board of City Commissioners at their meeting scheduled for Tuesday, April 10, 2012.

The 2012 allocation of Bureau of Justice Assistance JAG grants has just been released. The amount designated for Bismarck/Burleigh County is \$34,932.00 and there is no requirement for match funds. This grant is shared with the Burleigh County Sheriff's Department who will receive 35% or \$12,226.20 of the grant. The Bismarck Police Department will receive 65% or \$22,705.80. The purpose of the grant is to purchase operational equipment. There are no FTE's associated with this grant and there are no known on-going costs after phase out.

I am requesting the Board's authorization to apply for and receive this grant.

I will be available at the meeting to answer any questions.


KEITH WITT
Chief of Police

kw

Keith Witt, Chief of Police


Phone: 701-223-1212 ★ FAX: 701-355-1927 ★ Tdd: 701-221-6820 ★ 700 S. Ninth Street ★ Bismarck, ND 58504-5899





MEMORANDUM

TO: Keith Hunke – Assistant City Administrator

FROM:  Charlie Jeske – General Manager Civic Center

DATE: March 29, 2012

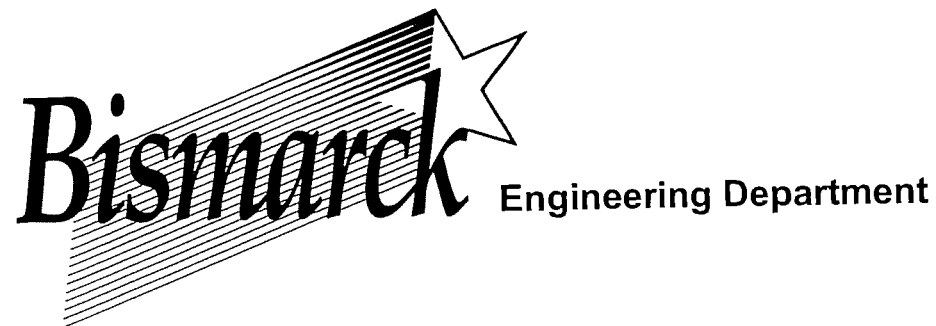
RE: Permission to transfer funds for Exhibit Hall Floor Polishing Project

Please place on the April 10 Commission agenda the request for permission to transfer funds from 630-036-639-6610-400 (Exhibit Hall Building Improvement Fund) to 630-036-000-4420-100 (Exhibit Hall Repair/Maintenance Building). This would allow the funds to be made available for the future floor polishing project granted the bids received are within the scope, purpose and amount budgeted for this project. These bids would be reviewed and awarded by the commission at a later date. The project details are as follows:

Installation of a Dry Polished Concrete Floor Finish System by dry surface grinding/polishing of the existing concrete Exhibit Hall floor of the Civic Center.

Project budget amount \$154,000.00


I will be present at the City Commission meeting to respond to questions that the Board may have regarding this matter. Please contact me if you have any questions or require additional information prior to the meeting.



MEMORANDUM

Date: April 4, 2012

To: Keith Hunke, Assistant City Administrator

From: Mark A. Berg, PE, Traffic Engineer 

COMMISSION AGENDA ITEM

Subject: Request to Place Yellow Ribbons on Light Standards in the Central Business District Supporting Our Troops

This memo is to recommend approval to allow the placement of ribbons on the street light poles **in the Central Business District between 1st Street and 7th Street and Main Avenue to Rosser Avenue, around the Federal Post Office building**, and the Band Day Parade route between the State Capital Grounds and Bismarck Civic Center. This is a show of support for those military personnel serving our country. Approval could be granted with the following stipulations:

1. The ribbons shall only be allowed on the street light poles from May 4, 2012 through September 30, 2012.
2. Use ribbon 4-inches wide or less.
3. The ribbons shall be mounted at a height so that the lowest part of the ribbon does not extend below a height of 7 feet above the sidewalk.
4. Ribbons shall be maintained, when the ribbons become faded or weathered they shall be replaced or removed
5. Do not leave large amounts of excess ribbon extending from the poles that could interfere with the operation of the light pole or pedestrian movements
6. Be sure the ribbon color will not run or stain items the street light poles
7. Do not tie ribbons between poles so as to create barriers or hazards
8. Do not tie ribbons on traffic signal poles, street signs or trees in the public right of way
9. Remove all ribbons by the 1st of October 2012, winter maintenance could be difficult
10. The petitioner will be responsible for any cost incurred by the City of Bismarck as a result of the placement of the ribbons for damages or removal.

Melvin J. Bullinger, P.E., City Engineer

Phone: 701-355-1505 ★ TDD: 711 ★ FAX: 701-222-6593 ★ 221 N. Fifth Street ★ P.O. Box 5503 ★ Bismarck, ND 58506-5503

This request should only be granted as a one-time annual promotion as a show of support for those military personnel serving our country.

March 24th, 2012

Bill Wocken
City Commission
221 North 5th Street
PO Box 5503
Bismarck, ND 58506-5503

Dear Mr. Wocken;

This letter is coming to you to inform you and the commission where we would like to place the yellow ribbons for the soldiers, sponsored by the Supporting Our Troops Organization, and when we will be taking them back down.

Rosemary would like to have them placed the week before the Band Day Parade, so we would like to have them all up by May 4th, 2012.

We would like them to cover the Parade Route, Rosser Avenue to Main Avenue. 7th Street to 1st Street. We would also like to put them on the light poles around the Post Office on Rosser. And on the trees around the Tribune Office Building.

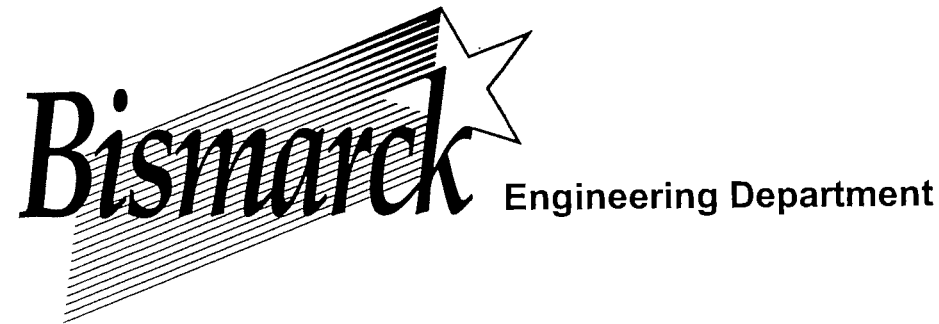
This year we also have a few of the Veteran Organizations that would like you to consider letting us leave them up in the downtown area all year long, to show Bismarck's continued support of our troops. We would be taking them down from the Parade Route, once the parade is over. If the committee does agree with letting us leave them up they would be maintained, any ribbons not weathering well would be taken down and a new one would replace it. If the committee doesn't agree with leaving them up, then the ribbons would be taken back down after the Downtowner's Street Fair.

Some of the Veterans will be coming to the City Committee Meeting on April 10th, 2012 at 5:15 PM, to show there support for this issue.


Sincerely Yours,

Rosemary Fleck
Director
258-2987

Chele Koch
Administrative Secretary



MEMORANDUM

Date: March 23, 2012
To: Keith Hunke, Assistant City Administrator
From: Mark A. Berg, PE, Traffic Engineer 

COMMISSION AGENDA ITEM

Subject: Request to Place Ribbons on Light Standards in Downtown Area by Federation of Families for Children's Mental Health

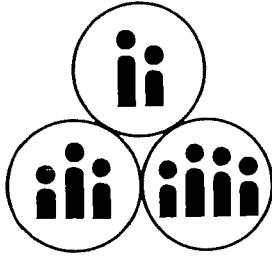
This memo is to recommend approval to allow the placement of ribbons on the street light poles in the Central Business District as a show of support Children's Mental Health Awareness Week. Approval could be granted with the following stipulations:

1. The ribbons shall only be allowed on the street light poles between May 6th and May 12th 2012 in the Central Business District.
2. Use ribbon 4-inches wide or less.
3. The ribbons shall be mounted at a height so that the lowest part of the ribbon does not extend below a height of 7 feet above the sidewalk.
4. Ribbons shall be maintained, if the ribbons become faded or weathered they shall be replaced or removed
5. Do not leave large amounts of excess ribbon extending from the poles that could interfere with the operation of the light pole or pedestrian movements
6. Be sure the ribbon color will not run or stain items that you tie them on
7. Do not tie ribbons between poles so as to create barriers or hazards
8. Remove all ribbons by the morning of May 8th, 2011
9. Do not tie ribbons on traffic signal poles, street signs or trees
10. The petitioner will be responsible for any cost incurred by the City of Bismarck as a result of the placement of the ribbons for damages or removal.

This request should only be granted as a one-time annual promotion to show support for Children's Mental Health Awareness Week.

Melvin J. Bullinger, P.E., City Engineer

Phone: 701-355-1505 ★ TDD: 711 ★ FAX: 701-222-6593 ★ 221 N. Fifth Street ★ P.O. Box 5503 ★ Bismarck, ND 58506-5503



**NORTH DAKOTA
FEDERATION OF FAMILIES
FOR
CHILDREN'S MENTAL HEALTH**
PO Box 3061 • Bismarck, ND 58502-3061 • Phone/Fax 701-222-1223

March 21, 2012

Keith J. Hunke
Assistant City Administrator
PO Box 5503
Bismarck ND 58506-5503

Dear Mr. Hunke:

Children's Mental Health Awareness Week is May 6-12, 2012 nationally. As in the past, the ND Federation of Families for Children's Mental Health is requesting that the Bismarck City Commission help us fulfill our goal of bringing awareness to the community by approving the display of ribbons around light poles in the downtown area. We have been granted this opportunity for the past several years and find that it has helped generate questions and awareness surrounding children's mental health.

I am enclosing more information on the ND Federation of Families for Children's Mental Health and Children's Mental Health Awareness Week.

We look forward to hearing from a representative of the city and appreciate the support that we have received in the past. I can be contacted by phone at 258-1628 or email at bsewart@bis.midco.net to answer any questions.

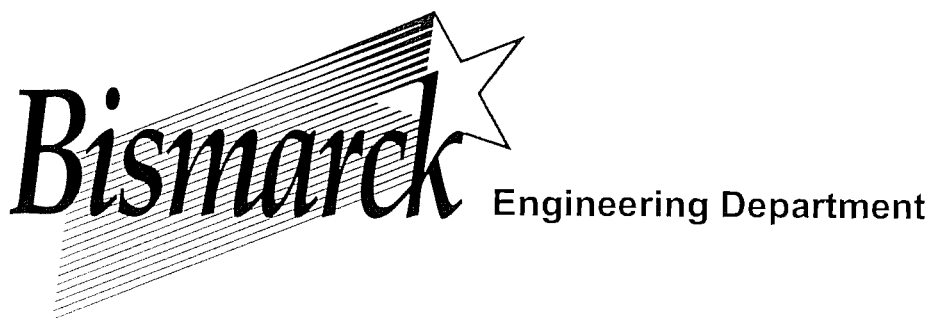
Thank you for your help.

Sincerely,

Becky Severt
Parent Coordinator
ND Federation of Families for Children's Mental Health
701-258-1628
bsewart@bis.midco.net

enclosure

"Families Helping Families"



April 4, 2012

MEMORANDUM

To: Keith Hunke
Assistant City Administrator

From: Mel Bullinger, P.E.
City Engineer

A handwritten signature in black ink, appearing to be "MB", located to the right of the "From:" line.

Re: AGENDA ITEM
Request to Sole Source Purchase Robotic Total Station for Surveying and Associated Accessories

Please schedule this item for consideration by the Board of City Commissioners at its meeting on April 10, 2012.

We request permission to purchase one (1) Robotic Total Station for the Engineering Department at a cost of \$33,210. This cost does include additional accessories such as computer cables, charging cables and survey rod required to utilize the Robotic Total Station.

The Robotic Total Station and the associated accessories are included in the Engineering Department 2012 financial plan through a one-time expenditure.

MJB/ps

cc: Sheila Hillman, Director of Finance
Cleary Johs, Support Services Engineering Technician III



Frontier Precision, Inc.
2020 Frontier Drive
Bismarck, ND 58503

T: 800-359-3703

F: 701-258-5324

Quote Valid For: City of Bismarck

Address:

Quote #:

Contact: Cleary Johs

City: Bismarck

S6082805

e-mail:

State: ND

Phone:

Zip:

Fax:

Part number

S6352200



Description

Instrument - Trimble S6 3" Robotic Total Station,

1x

PRICE

\$25,695

consisting of

description

qty

51002007 Accessory - Rain Cover (GDM/ATS)

1x

55000546 Accessory - Laser adjustment tool, DR Standard (5500/5600)

1x

55000581 Accessory - Tool for handle (S6)

1x

57012007 Prism - Reflective foil 1p.c. 25*25 and 1p.c. 60*60mm with sight marks (GDM)

1x

57013007 Accessory - Laser adjustment plate, DR Standard (5500/5600)

1x

57130002 Manual - CD, Total station & Levels, all languages (3300,3600,5600,S6,0iNi)

1x

57302002 Manual - Shortform user guide (S6)

1x

57306002 Warranty - Warranty card Instrument + Extended warranty card (S6)

1x

58019007 Accessory - Toolkit for Tribrach and Optical plumb (S6)

1x

58225001 Case - Instrument transport case (S6)

1x

58444001 Instrument - S6 DR3D0+

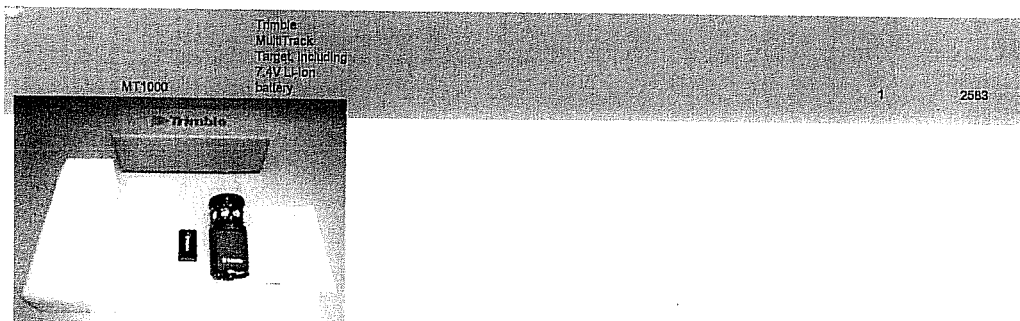
1x

78607007 Accessory - Tribrach without optical plumb (S6)

1x

P99500002 Instrument - Test Certificate

1x



51003007

2.6m telescopic Carbon Fiber Rod with Twist loc and Pins

2

\$718

Consisting Of

53002007 Cable - Hirose 6p to DB9

53705-00 TSC2 Range Pole Bracket

73840001 Cable -Hirose 6p to PC USB

Part number

Description

Robotic Power Kit



1x

\$1,673

consisting of

49400 Battery - Li-Ion Battery Trimble S-series 4.4 Ah 11.1V

6x

50113-00 Battery - Multi Battery Adapter, for up to 3 batteries

2

51693-00 Power and Charging Kit

2

(49499) (Charger - Trimble Battery System Charger)

2x

(51694) (Power - Power Supply for Trimble Battery System Charger 100 - 240V (S6/S8i)

2x

(51695) (Cable - Power Cable for Power Supply)

2x

58382001 Case - Power and charger kit (S6)

2x

73837001 Cable - 1.0m, Hirose 6 pin to Hirose 6 pin (S6)

2x

84187-00S

TSC3 Radio upgrade Kit for both Controllers

2

\$6,000

tradeIns6

Trimble Total Station towards Trimble S6

1

-\$4,000

Subtotal	\$32,669.00
Tax	
Total	\$32,669.00

Note: doesn't include tax or shipping



Engineering Department

April 4, 2012

MEMORANDUM

To: Keith Hunke
Assistant City Administrator

From: Mel J. Bullinger, P.E.
City Engineer

Re: AGENDA ITEM
Ridgefield Condominium Association and Ridgefield Homeowners
Association Encroachment and Waiver Agreement
Calgary Avenue

Please schedule the following for consideration by the Board of City Commissioners at its meeting to be held on Tuesday, April 10, 2012, at 5:15 p.m. in the Tom Baker Room.

Ridgefield Condominium Association and Ridgefield Homeowners Association are requesting the right to install and maintain a storm sewer under the public right-of-way on Calgary Avenue.

We recommend approval of the attached Agreement and Waiver for the storm sewer's encroachment under the public right-of-way.

MJB/ps
Enc.

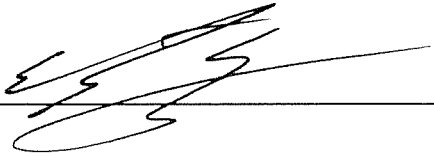
AGREEMENT AND WAIVER

The City of Bismarck hereby grants Ridgefield Condominium Association and Ridgefield Homeowners Association, Bismarck, North Dakota 58503 (Grantee), the right to install and maintain a storm sewer under the public right-of-way of Calgary Avenue as shown on the attached exhibit, subject to the following conditions:

1. The Grantee shall comply with all rules regarding non-franchised utility installations in the public right-of-way as set by the City Engineer.
2. The term of this grant shall be for ninety-nine (99) years and shall continue thereafter from year to year. The City may cancel this grant at any time after the initial 99-year term upon six months' written notice to the Grantee.
3. Upon the end of the term, or prior abandonment by the Grantee, the Grantee shall, at its own expense, remove the storm sewer and restore the public right-of-way to its original condition, if so required by the City.
4. In exchange for the City's permission to run a storm sewer under City right-of-way or under a City street, Grantee agrees to release the City, its assigns, or other franchised utilities from and waive any and all claims relating to said storm sewer including, but not limited to, damages arising from damage to the storm sewer by the City, its assigns, or other franchised utilities. Grantee agrees that it is using the public right-of-way at its own risk and understands that the City, its assigns, or other franchised utilities have no reliable method of indexing or locating the storm sewer. Grantee shall file complete facility location information with the City. Grantee shall not look to the City, its assigns, or other franchised utilities to pay for expense or damage to the storm sewer by the City, its assigns, or other franchised utilities. Grantee agrees that it will hold harmless and indemnify the City, its assigns, or other franchised utilities from any and all claims in any way resulting from the placement of the storm sewer under the public right-of-way. Grantee agrees to place facilities no deeper than 10 feet. If depths greater than 10 feet are necessary, the actual depths will be identified on the as-built drawings when the Grantee files complete facility location information with the City. Grantee agrees that after installation, it will restore the City right-of-way or street to its original condition. In the event it shall become necessary for the City to perform street maintenance or construction at the location of the storm sewer, Grantee shall temporarily relocate the storm sewer at its sole expense upon notice from the City to relocate.

Dated this 29 day of MARCH, 2012.

Ridgefield Homeowner Association

By _____

Dated this 29 day of MARCH, 2012.

Ridgefield Condominium Association

By _____

Dated this _____ day of _____, 2012.

CITY OF BISMARCK

By _____
John Warford, Mayor

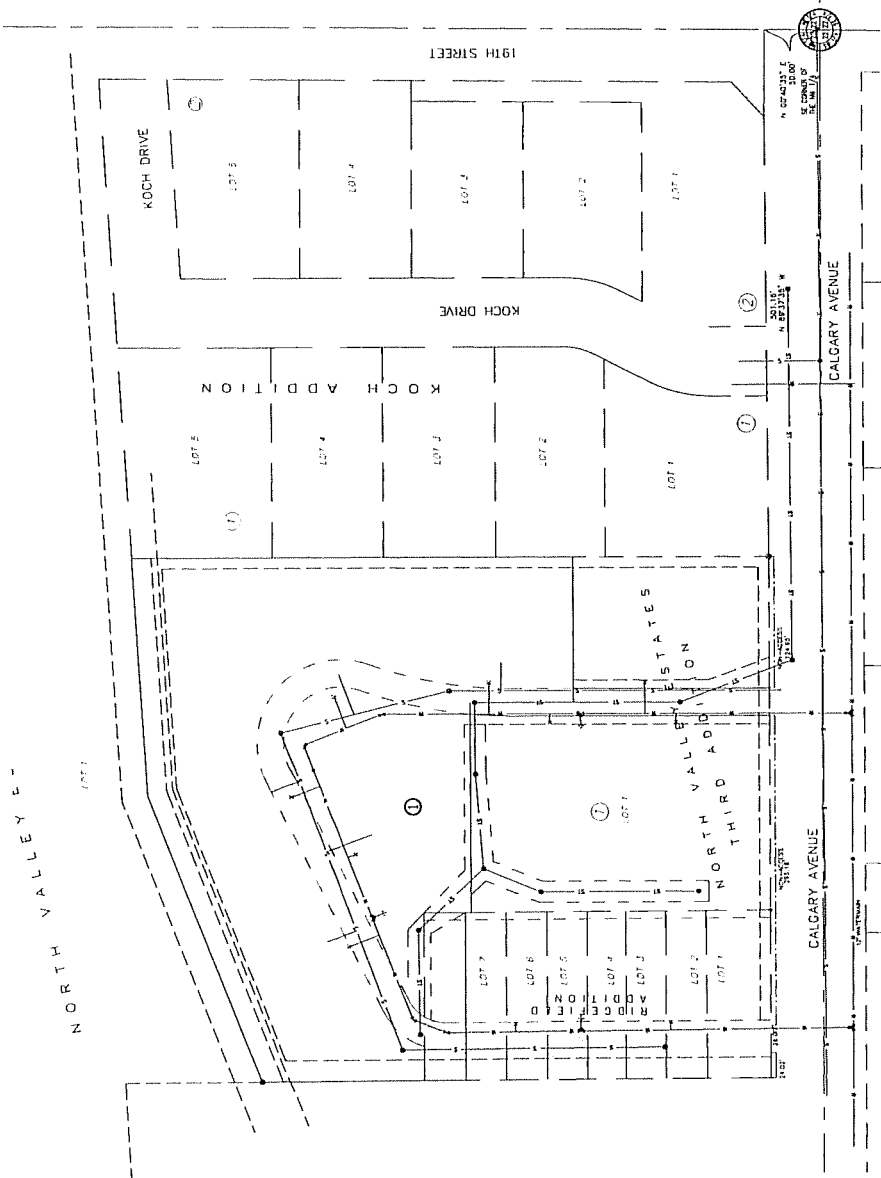
Dated this _____ day of _____, 2012.

CITY OF BISMARCK

By _____
W.C. Wocken, City Administrator

RIDGEFIELD ADDITION

A REPLAT OF A PORTION OF LOT 1, BLOCK 1, NORTH VALLEY ESTATES THIRD ADDITION, LOCATED IN THE NORTHWEST QUARTER, SECTION 22, TOWNSHIP 139 NORTH, RANGE 80 WEST, BURLEIGH COUNTY, NORTH DAKOTA



PLAT INFORMATION

- NUMBER OF LOTS: 9
- LOT AREA: 4.502 ACRES
- TOTAL AREA: 4.502 ACRES

PLAT LEGEND

- NON-ACCESS LINE
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE
- 9 DENOTES MONUMENT FOUND
- 4 DENOTES MONUMENTS TO BE SET
- 11/16" INCHES
- 1" = 10' 0"
- 2' 0" 10' 0"

DATE: NOVEMBER 2011
 BASIS OF BEARING - S.P.C. SYSTEM
 HORIZONTAL DATUM - NO SOUTH ZONE 1320
 BENCHMARK - P.M. 1490 ELEVATION 1058.81 MDSO 29

DESCRIPTION

REPLAT OF LOT 1, BLOCK 1, NORTH VALLEY ESTATES THIRD ADDITION, LOCATED IN THE NORTHWEST QUARTER, SECTION 22, TOWNSHIP 139 NORTH, RANGE 80 WEST, BURLEIGH COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE REPLAT OF LOT 1, BLOCK 1, NORTH VALLEY ESTATES THIRD ADDITION, LOCATED IN THE NORTHWEST QUARTER, SECTION 22, TOWNSHIP 139 NORTH, RANGE 80 WEST, BURLEIGH COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE REPLAT OF LOT 1, BLOCK 1, NORTH VALLEY ESTATES THIRD ADDITION, LOCATED IN THE NORTHWEST QUARTER, SECTION 22, TOWNSHIP 139 NORTH, RANGE 80 WEST, BURLEIGH COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SURVEYOR'S CERTIFICATE

I, JAMES A. KADIMAS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT I HAVE PERSONALLY EXAMINED THE RECORDS OF THE COUNTY OF BURLEIGH, NORTH DAKOTA, AND HAVE FOUND THAT THE SAME ARE CORRECTLY INDEXED TO THE PLAT.

DATE OF SURVEY: 11/16/2011
 COUNTY: BURLEIGH
 CITY: NORTH DAKOTA

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BURLEIGH, NORTH DAKOTA, HAS REVIEWED THE RECORDS OF THE COUNTY OF BURLEIGH, NORTH DAKOTA, AND HAS FOUND THAT THE SAME ARE CORRECTLY INDEXED TO THE PLAT.

DATE OF APPROVAL: 11/16/2011
 COUNTY: BURLEIGH
 CITY: NORTH DAKOTA

APPROVAL OF CITY ENGINEER

I, JAMES A. KADIMAS, CITY ENGINEER OF THE CITY OF BURLEIGH, NORTH DAKOTA, HEREBY APPROVE THE REPLAT OF LOT 1, BLOCK 1, NORTH VALLEY ESTATES THIRD ADDITION, LOCATED IN THE NORTHWEST QUARTER, SECTION 22, TOWNSHIP 139 NORTH, RANGE 80 WEST, BURLEIGH COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DATE OF APPROVAL: 11/16/2011
 COUNTY: BURLEIGH
 CITY: NORTH DAKOTA

APPROVAL OF CITY PLANNING COMMISSION

THE PLANNING COMMISSION OF THE CITY OF BURLEIGH, NORTH DAKOTA, HAS REVIEWED THE RECORDS OF THE COUNTY OF BURLEIGH, NORTH DAKOTA, AND HAS FOUND THAT THE SAME ARE CORRECTLY INDEXED TO THE PLAT.

DATE OF APPROVAL: 11/16/2011
 COUNTY: BURLEIGH
 CITY: NORTH DAKOTA

OWNERS' CERTIFICATE AND DEDICATION

THE UNDERSIGNED, JAMES A. KADIMAS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT I HAVE PERSONALLY EXAMINED THE RECORDS OF THE COUNTY OF BURLEIGH, NORTH DAKOTA, AND HAVE FOUND THAT THE SAME ARE CORRECTLY INDEXED TO THE PLAT.

DATE OF APPROVAL: 11/16/2011
 COUNTY: BURLEIGH
 CITY: NORTH DAKOTA

NOTARIAL PUBLIC

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NOTARIAL PUBLIC

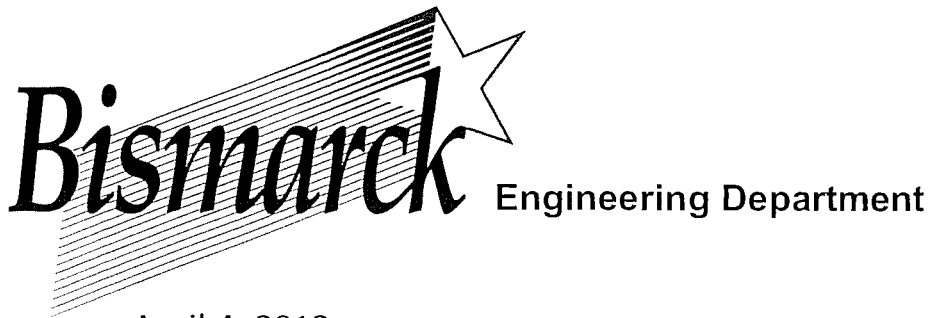
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DATE OF APPROVAL: 11/16/2011
 COUNTY: BURLEIGH
 CITY: NORTH DAKOTA



245

April 4, 2012

MEMORANDUM

To: Keith Hunke
Assistant City Administrator

From: Mel J. Bullinger, PE
City Engineer

A handwritten signature in black ink, appearing to be "MB", is written over the printed name "Mel J. Bullinger, PE".

Subject: AGENDA ITEM

Proposed changes to "Policies and Procedures in Developing Subdivisions in the City of Bismarck"

Please schedule this item for consideration by the Board of City Commissioners at their meeting to be held on Tuesday, April 10, 2012 @ 5:15 pm CDST.

During a recent periodic review of the referenced policies and procedures document pertaining to subdivision development, it was proposed that two changes be made to the Development Costs Policy. The first change is in regard to the prepayment of trunk line utility charges. The second change establishes a minimum threshold for which a Certificate of Deposit would be held. Additional language was added to the policy for the purposes of clarifying current practice.

On March 28, 2012 the attached letter was mailed to approximately 30 known developers and 12 representatives of consulting firms which do the majority of the land development work in Bismarck, informing them of the proposed changes to the policy. The letter also indicated that the proposed changes would be placed on the Board's agenda for the April 10, 2012 meeting for possible adoption, and requesting any feedback be provided prior to the meeting. To date

Melvin J. Bullinger, P.E., City Engineer

Phone: 701-355-1505 ★ TDD: 711 ★ FAX: 701-222-6593 ★ 221 N. Fifth Street ★ P.O. Box 5503 ★ Bismarck, ND 58506-5503

only one telephone inquiry has been received regarding the proposed changes to the development policy.

A copy of both the proposed policy and the existing policy is attached for the Board's review. Action requested of the Board is approval of the proposed policy. The suggested implementation date of the policy would be upon adoption by the Board.

MJB

Attachment: Letter to developers and consultants
Existing policy and proposed policy

Bismarck

Engineering Department

March 27, 2012

MEMORANDUM

To: Land Developers, Consulting Engineers, and Whomever It May Concern

From: Mel J. Bullinger, PE, City Engineer

Re: Policies and Procedures to Develop Subdivisions in the City of Bismarck

During a recent periodic review of the referenced policies and procedures document pertaining to subdivision development, it was proposed that two changes be made to the Development Costs Policy. The first change is in regards to the prepayment of trunk line utility charges. The second change establishes a minimum threshold for which a Certificate of Deposit would be held. Additional language was added for the purpose of clarifying current practice.

The current policy regarding trunk line utility charges requires that the first \$300 be prepaid with the remainder assessed. The proposed revision to the policy would require the upfront prepayment of not less than 50% of the trunk line fees for the water and sewer utility for each residential lot or for each 10,000 square foot increment of commercial and industrial lot. These trunk line fees are currently \$500 for water service connections and \$500 for sanitary sewer service connections and are reviewed and established annually by the Board of City Commissioners. If adopted, the proposed revision to the policy would require a minimum upfront payment by the developer of \$500 per residential lot or each 10,000 square foot increment of commercial or industrial lots for the water and sewer trunk line fees. The developer still has the option of prepaying this fee with cash/check with the remaining balance assessed to the lot or satisfying this requirement with a Certificate of Deposit (CD).

The current policy regarding the option to satisfy the prepayment requirements with a CD allows funds to be released as lots are sold or built upon. The entire CD is not released until the last lot is sold or built upon. The proposed revision would allow the release of all remaining funds held in the CD at such time that the required prepayment balance becomes \$5,000 or less.

These proposed revisions to the Policies and Procedures to Develop Subdivisions in the city of Bismarck will be brought before the Board of City Commissioners for their consideration at an upcoming meeting of the Commissioners. Currently we are anticipating having this placed on the agenda of their April 10, 2012 meeting. The Board of City Commissioners meeting will be held at 5:15 pm CDST in the Tom Baker meeting room of the City/County Building located at 221 North 5th Street in Bismarck. You may attend and offer comments directly to the Board at this meeting as well if you so desire. We would like any comments you may wish to offer on this proposed revision to be returned to us by April 4th, 2012. Please contact either Dale Heinert, PE, Design and Construction Engineer, at 355-1505 or dheinert@nd.gov or Kathy Feist, Special Assessment Analyst, at 355-1600 or kffeist@nd.gov should you have any questions or comments on these proposed revisions.

MJB/ps

Enclosure: Excerpt from Policies & Procedures to Develop Subdivision
cc: Keith Demke, PE, Director of Utility Operations

Melvin J. Bullinger, P.E., City Engineer

Phone: 701-355-1505 ★ TDD: 711 ★ FAX: 701-222-6593 ★ 221 N. Fifth Street ★ P.O. Box 5503 ★ Bismarck, ND 58506-5503

POLICIES & PROCEDURES TO DEVELOP SUBDIVISIONS
CITY OF BISMARCK
March 2012

Development Costs Policy

By signing a petition for public improvements, the Developer agrees to abide by the terms of the Development Costs Policy. This policy identifies the amounts that are required to be prepaid and the methods of prepayment that are acceptable.

For purposes of applying the Development Costs Policy, the following definitions apply:

Developer: any individual or entity signing a petition for public improvements who is then responsible for meeting the applicable prepayment requirements of the Development Costs Policy. In situations where one individual or entity signs a petition as the agent representing multiple property owners, the CITY will accept one cash/check prepayment or one CD for the full amount of the prepayment rather than separate cash/check prepayments or CDs from each owner. If the property owners wish to remit separate cash/check prepayments or CDs, each owner must sign a petition identifying the lots they own.

Prepayment: payment in the form of cash or check.

Built on: a building permit has been obtained and the 1st inspection approving the foundation and a check of the drain tile has been completed.

Sold to other builders or private individuals: properties sold to an individual or entity whose ownership is not substantially the same as the Developer. A property will only be considered sold after a deed transferring ownership has been filed with and recorded by the Burleigh County Recorder.

Prepaid by Developer

Grading
Basic sewer and water ¹
Curb and gutter ³
Trunk line utility charges ⁴
Regional storm water charge ⁵
Local Storm Water Design⁶

Special Assessed by CITY

Street ²
Sidewalk
Driveway
Street lights
Storm sewer ⁶
Trunk line utility charges⁴

¹ Basic sewer and water includes the lateral mains and the service line stubouts. Lateral mains are defined as 8" water and sewer in residential zones and 12" water and 10" sewer in other zones such as commercial. Mains larger than these are designated as trunk or oversize mains.

- 2 40% of cost must be prepaid for lots not zoned R5, R10, RM, or RT Residential.
- 3 Curb and gutter may be 3-way contracted with a licensed and bonded contractor approved by the City Engineer.
- 4 Based on each R5 zoned parcel, and in increments of 10,000 SF for other zoned parcels, the first \$500.00 of trunk line utility charges are to be prepaid, and the remainder are to be assessed.
- 5 For new development the Developer will be required to prepay a regional storm water charge of \$0.005/SF for residential lots and \$0.01/SF for commercial property. These charges will be held by the CITY and used to partially offset special assessments for regional storm water facilities to serve these properties.
- 6 Developer is responsible for local storm water design costs such as consultant engineer to prepare plans, specifications, and estimate of costs.

In lieu of cash or check, the prepaid curb and gutter and utility trunk line charges may be satisfied with a bank Certificate of Deposit (CD) in the CITY's name and possession for 100% of the prepayment amount. The security will be held until the lots are built on by the Developer, sold to other builders or private individuals, or cashed for nonpayment of yearly special assessment installments. If the CD option is chosen by the Developer, the utility trunk line charges and curb and gutter costs will be assessed to the parcel. A portion of the CD principal may be returned to the owner on the CD maturity date based upon the status of building permits and/or number of lots sold. If lot sales occur during the week prior to the CD maturity date, notice must be provided to the Special Assessment Analyst no later than 1 day before the maturity date or funds relating to those sales will not be released to the Developer until the next maturity date. At such time that the amount required to be held in a CD is determined to be less than \$5,000, the entire CD principal will be returned to the Developer.

If the prepayment requirements are satisfied using cash instead of a CD, the cash prepayment for utility trunk line charges and curb and gutter will reduce the cost of the corresponding special assessment and refunds will not be issued.

A special assessment district will be created and prepayments will be calculated. All prepayments, whether cash or CD, are required to be remitted to the City no later than noon, five days prior to the receipt of bids. If prepayments are not received by this deadline, the affected unit will be deleted from the district and the Developer will be billed for their share of advertising costs and engineering fees incurred to date on the project. A new district will only be created after delinquent prepayments are received.

DEVELOPMENT COSTS POLICY

Developers should be encouraged to more closely monitor the need for developed land in the community. Careful management of available resources can give developers a stable market while insuring the city against oversupply and tax-deeded lands with heavy special assessment loads.

The city has amended its improvement policy for all plats received for preliminary plat consideration after May 11, 1993, and for which utilities are not in place or contracted by October 1, 1993. For these plats the following new utility financing policy shall be in effect:

PREPAID BY DEVELOPER

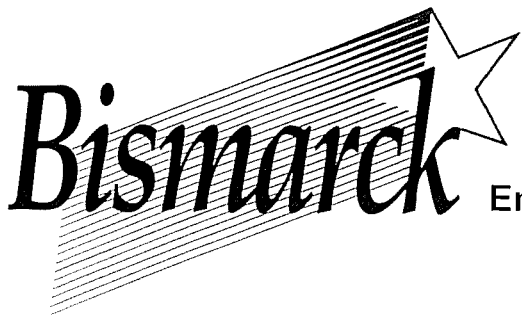
Grading
Basic Sewer and Water*
Curb and Gutter***
Trunkline Utility charges****

SPECIALLY ASSESSED BY CITY

Street **
Sidewalk
Driveway
Street Lights
Storm Sewer
Trunkline Utility Charges****

- * Costs for trunkmains larger than 8 inches in residential areas and 12 inches in commercial areas are assumed by the city.
- ** 40% of costs must be prepaid for lots not zoned R5, R10, RM or RT Residential.
- *** Curb and Gutter may be 3-way contracted with a bonded contractor approved by the City Engineer.
- **** Based on each R5-zoned parcel, and in increments of 10,000 SF for other zoned parcels, the first \$300 of trunkline utility charges to be prepaid, remainder to be assessed.
- ***** For new development the developer will be required to prepay a regional storm water charge of \$0.005/SF for residential lots and \$0.01/SF for commercial property. These charges will be held by the CITY and used to offset special assessments for regional storm water facilities to serve these properties.

PREPAID CURB AND GUTTER OR UTILITY CHARGES MAY BE MET WITH A BANK CERTIFICATE OF DEPOSIT IN THE CITY'S NAME AND POSSESSION FOR 100% OF THE PREPAYMENT. THE SECURITY WILL BE HELD UNTIL THE LOTS ARE SOLD AND BUILT UPON OR CASHED FOR NON-PAYMENT OF YEARLY SPECIAL ASSESSMENT INSTALLMENTS. CD'S MAY BE RETURNED TO THE OWNER UPON PARTIAL COMPLETION OF A SUBDIVISION AND ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE DEVELOPED LOTS. THIS MAY ONLY BE DONE IF THE CD'S ARE IN APPROPRIATE DENOMINATIONS TO COVER THE PROPORTION OF THE SUBDIVISION COMPLETED.



Engineering Department

21

April 4, 2012

MEMORANDUM

To: Keith Hunke
Assistant City Administrator

From: Mel J. Bullinger, P.E.
City Engineer

Re: AGENDA ITEM
Request for Resolution Approving Plans and Specifications
Request for Resolution of Necessity and Request for Authorization to
Advertise and Receive Bids for SID 450

Please schedule the following project for consideration by the Board of City Commissioners at their meeting to be held on Tuesday, April 10, 2012, at 5:15 p.m. in the Tom Baker Room.

This project consists of roughly 39 blocks in 3 units will have asphalt resurfacing (patch, level, mill, overlay, chip seal, curb repair) and roughly 6 blocks of reconstruction. Our department will prepare a boundary map, advertisement of bids, and construction plans on April 10, 2012, for the proposed resurfacing of these streets (see attached maps). Letters will be sent to parcel owners prior to the public hearing date scheduled for May 22, 2012.

Unit No. 1

Mahone Avenue – Lockport Street to 642' west
Alberta Avenue – Lockport Street to Dominion Street
Breton Drive – Lockport Street to Dominion Street
Chambly Avenue – Lockport Street to Dominion Street
Mouton Avenue – Lockport Street to Dominion Street
Dominion Street – Mouton Avenue to 217' north of Breton Drive

Unit No. 2

Burnt Boat Drive - North Grandview Lane to 393' west of Broadview Lane
Broadview Lane - North Grandview Lane to Burnt Boat Drive
North Grandview Lane - Burnt Boat Drive to South Grandview Lane
South Grandview Lane - North Grandview Lane (E) to North Grandview Lane (W)

Melvin J. Bullinger, P.E., City Engineer

Unit No. 3

Divide Avenue - Hancock Drive to 1366' east

Hancock Drive - Divide Avenue to Revere Drive (S)

Revere Drive - 180' east of Bismarck Expressway to Hancock Drive (N)

Resolution of Necessity, Advertisement:

April 10, 2012

Bid Opening:

May 8, 2012

Public Hearing and Award:

May 22, 2012

MJB/ps

cc: Jeff Heintz, Service Operations Director

Kathy Feist, Special Assessment Analyst

Marlene Lattimore, Fiscal Services

43RD AV NE

COLEMAN ST

LAMBTON AV

LOCKPORT ST

MAHONE AV

ALBERTA AV

BRETON DR

CHAMBLY AV

DOMINION ST

MUTTON AV

BROME AV

BROME LP

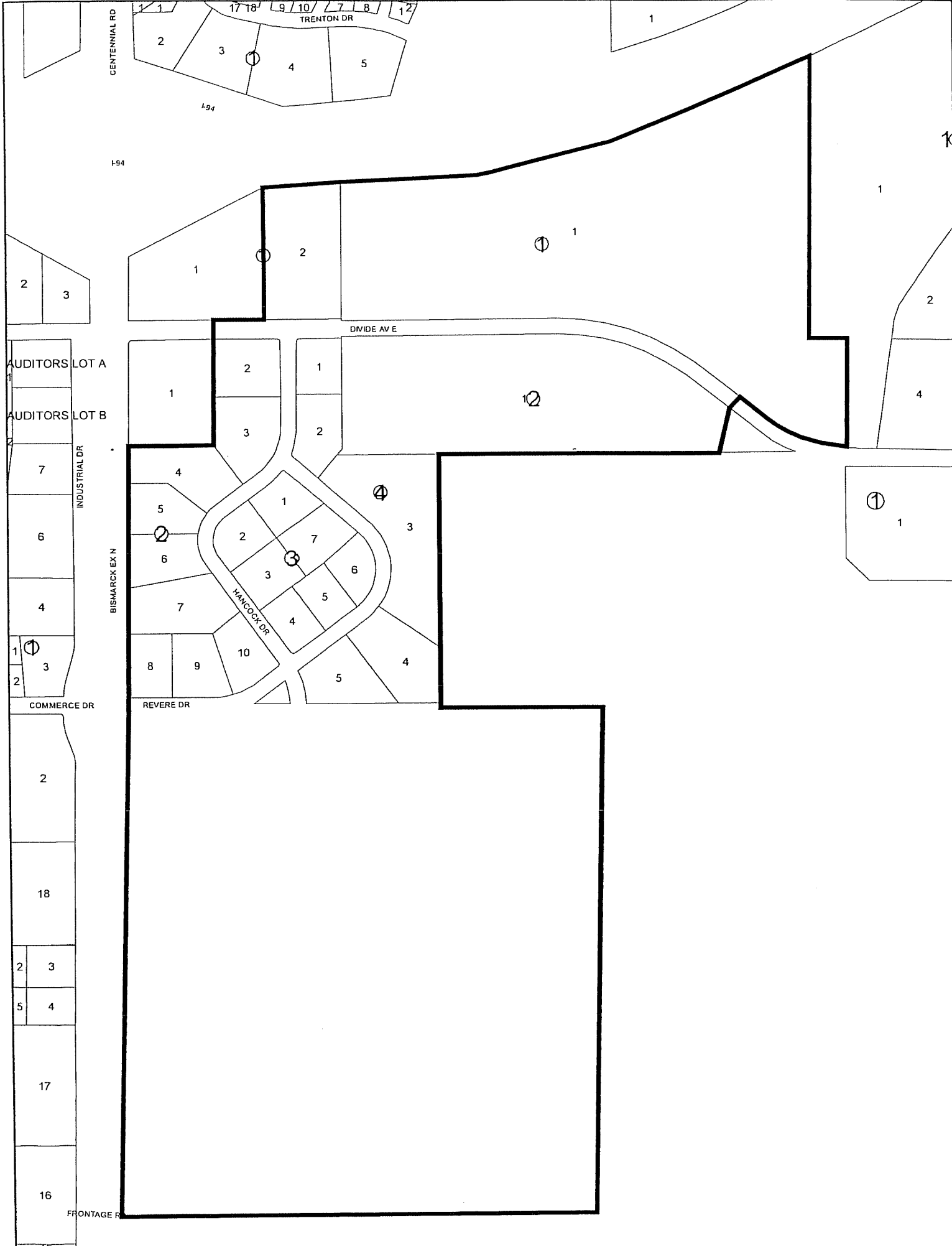
CALGARY AVE

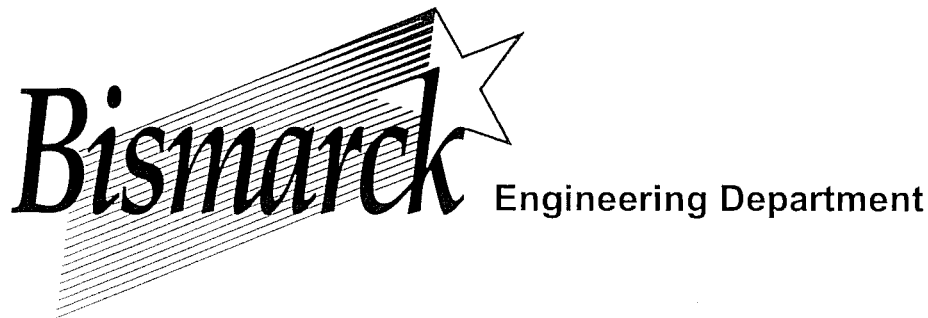
STATE ST



SI450 UNIT 2







#25

April 4, 2012

MEMORANDUM

To: Keith Hunke
Assistant City Administrator

From: Mel J. Bullinger, P.E.
City Engineer

Re: AGENDA ITEM
Request for Resolution Creating District SID 12-446 and Ordering Preparation of Preliminary Engineering Reports
Request for Resolution Approving Preliminary Reports & Directing Preparation of Plans and Specifications
Request for Resolution Approving Plans and Specifications
Request for Resolution Declaring Petition for Improvement has been received
Request for Authorization to Advertise and Receive Bids for Street Improvement District SID 12-446

Please schedule this item on the April 10, 2012, Board of City Commissioners agenda for their consideration.

Street Improvement District No. 12-446 consists of 2 units of petitioned street improvements for new pavement, curb and gutter, ADA ramps, sidewalk, and related work (see attached maps). The work will be funded through special assessments and developer prepayments.

Unit No. 1 – Petitioned by 78.5% of Property Owners
Cornice Drive – From 180' south of Almond Drive to 140' north of Almond Drive
Almond Drive – From Cornice Drive to Sunlight Drive
Sunlight Drive – From 185' South of Almond Drive to 240' north of Almond Drive

Unit No. 2 – Petitioned by 88.1% of Property Owners
Bremner Avenue – From Ottawa Street to 160' east of Coleman Street
Shelburne Street – From Bremner Avenue to 350' north
Souris Street – From Bremner Avenue to 600' north

Melvin J. Bullinger, P.E., City Engineer

Phone: 701-355-1505 ★ TDD: 711 ★ FAX: 701-222-6593 ★ 221 N. Fifth Street ★ P.O. Box 5503 ★ Bismarck, ND 58506-5503

Receive Bids:
Award:

May 7, 2012
May 8, 2012

MJB/ps

Enc.

cc: Keith Demke, P.E., Director of Utility Operations
Jeff Heintz, Service Operations Director
Kathy Feist, Special Assessment Analyst
Marlene Lattimore, Fiscal Services

SI446 UNIT 1




SI446 UNIT 2



MEMORANDUM

DATE: April 4, 2012

TO: Mayor John Warford
Commissioner Parrell Grossman
Commissioner Mike Seminary
Commissioner Josh Askvig
Commissioner Brenda Smith

FROM: Greg Haug, Airport Manager 

RE: Consent Agenda Items for April 10, 2012 City Commission Meeting.

The Airport has placed one item on your consent agenda for consideration; approval of a request to sell surplus item at City Auction. The surplus items are on the list at enclosure 1.

As always, I am available to answer any questions you may have at 701-355-1808.

Enclosure:

1. Surplus Equipment List

2012 City Auction

Section:

Auction Tag #	Quantity	Property Description	Serial #	License #	City ID #	Amount Paid	Bidder #
2500	1	2005 Ford F-150, Blue, 4X4 extended cab, AC, PL, PW, CC, 109,794 miles	1FTPX14515NB01029				
2501	1	2005 Crown Victoria, White, AC, PL, PW, CC, 110,526 miles	2FAHP71W95X140119				
2502	1	1987 Chevy Blazer (full size), Tan with white top, 4X4, 112,683 miles	1GNEV18H45F145929				
2503	1	1996 Dodge Ram 1500, Red, 4X4, Reg Cab, Auto trans, AC, 102,251	1B7HF16Y1TJ172593				
2504	1	1985 Dodge W-350, (dually), 1 ton flatbed, 4 speed, 4X4, 28,506 miles	1B7MW24W8FS711698				
2505	1	Street Sander, 4 cubic yard, gas engine, steel hopper, works good					
2506	1	Air Slide 5th Wheel Plate, off a 15 ton truck					
2507	1	Covered Pickup Box, Maintenance type made by Astoria					
2508	6	24R21 XL Michelin Tires, used, recapped, off of rescue/fire truck					
2509	14	275 gallon totes, plastic with metal frames,					
2510	1	500 gallon plastic tank mounted on steel skid					
2511	1	Containment Dike for 500 gallon tank					
2512	1	Headache rack for 8 ft pickup bed, home made					
2513	10	rolls of 8 ft chain link fence, various lengths					
2514	1	4' x 6' metal trailer					
2515	1	1000 gallon petroleum tank with steel containment dike					
2516	16	4' x 10' chain link panels					
2517	20	Approximately 20 rolls of snow fence, various lengths					
2518	1	8 hp walk behind snow blower					
2519	1	McCulloch Mac 10					
2520	1	Stihl G 41, Farm Boss					
2521	1	24 Volt Battery Charger, Model 4580, Manufactured by Lumen Inc.					
2522	1	Portable 110 volt light plant, Midwest Model P-11-C2G, tow behind pickup style.					
2523	2	Overhead garage door openers, Commercial grade					
2524	1	Aircompressor, Vertical tank, Commercial grade, 3 phase					
2525	3	Tables, (2 tables are 2X3), (1 table is 2x6)					
2526	4	Panels for office cubicles					
2527	1	Movie Projector					
2528	1	1952 Forklift, Clarke, 4,000lb lift capacity.	CLD1896L1		1328		
2529	4	Michelin Truck Tires, 1600 X 20, used, good condition					

Encl 1

Contact Person:

Page ____ of ____

Phone Number
Email Address


Bismarck

Fire Department

1020 E Central Ave, Bismarck ND 58501-1936
Phone: (701) 355-1400 Fax: (701) 222-6524

#2L

Memorandum

To: Keith Hunke, Assistant City Administrator
Fr: Joel Boespflug, Fire Chief 
Re: City Auction – Sale of Equipment
Da: Apr 4, 2012

This is to request Commission approval to sell the attached surplus items in the upcoming Police Auction. Thank you.

Department:

[illegible]

Page _____ of _____

MEMORANDUM

TO: Keith Hunke – Assistant City Administrator

FROM: Jeff Heintz – Public Works Service Operations Director

DATE: April 5th, 2012

RE: Consent Agenda Item - Permission to scrap a 1979 Chevrolet Bruin Single Axle truck that is beyond economical repair

Please place on the April 10th, 2012 Board of City Commissioners meeting consent agenda a request to scrap a 1979 Chevrolet Bruin single axle truck. This unit number 1396, serial number C18CV9142980, is beyond economical repair and is unsafe.

I would like permission to dispose of this unit.

Due to this unit not running, sale at the city auction is not recommended since the auctioneer request that the items be in working order.

I will be present at the City Commission meeting to respond to questions the Board may have regarding this matter. Please contact me if you have questions or require additional information prior to the meeting.



#2N1

Community Development Department

MEMORANDUM

TO: Keith Hunke, Assistant City Administrator

FROM: Carl D. Hokenstad, Director of Community Development *CH*

DATE: April 4, 2012

SUBJECT: Bismarck Planning & Zoning Commission Appointment

Please place the following recommendation on the April 10, 2012 agenda of the Board of City Commissioners:

- Appointments to the Bismarck Planning & Zoning Commission – on behalf of Mayor Warford, I would recommend that Wayne Yeager and Mike Schwartz be reappointed to the Bismarck Planning & Zoning Commission.

If confirmed by the Board of City Commissioners, the terms for the above positions would expire in April of 2017.



#242
A-J

ORDINANCE NO. 5874

First Reading _____
Second Reading _____
Final Passage and Adoption _____
Publication Date _____

AN ORDINANCE ANNEXING PROPERTY TO THE CORPORATE LIMITS OF THE CITY OF BISMARCK, NORTH DAKOTA, DECLARING THE TERRITORY ANNEXED; DECLARING THE SAME TO BE A PART OF THE CORPORATE LIMITS OF SAID CITY.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA.

Section 1. Territory Annexed. The territory and land hereinafter described is hereby declared and found to be a part of the corporate limits of the City of Bismarck, North Dakota, as follows:

Lots 1-9, Block 1; Lots 1-8, Block 2; Lots 1-8, Block 3; Lots 1-10, Block 4; Lots 5-7 & 16, Block 6; and Lots 1-3 & 7, Block 7, Horizon Heights Fifth Addition.

The above described tract of land contains 21.29 acres, more or less.

Section 2. Provisions Applicable. From and after the final passage and adoption of this Ordinance and upon recording of this ordinance with the Burleigh County Recorder, the territory herein described shall be a part of the corporate limits of the City of Bismarck, North Dakota.

**BISMARCK-BURLEIGH COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

BACKGROUND:

Title:

Horizon Heights Addition – Annexation (part)

Status:

Board of City Commissioners

Date:

April 10, 2012

Owner(s):

Mitzel Builders, Inc.

Engineer:

Kadrmass, Lee & Jackson

Reason for Request:

To annex the final phase of the subdivision of this single-family residential development.

Location:

In northwest Bismarck, north of Medora Avenue, northwest of Horizon Middle School (part of Section 17 T139N-R80W/Hay Creek Township)

Project Size:

21.29 acres

Number of Lots:

43 lots in 6 blocks

EXISTING CONDITIONS:

PROPOSED CONDITIONS:

Land Use: Undeveloped

Land Use: Single-family residential

Zoning: R5 – Residential

Zoning: R5 – Residential

Uses Allowed:

R5 – Single-family residential

Uses Allowed:

R5 – Single-family residential

Maximum Density Allowed:

R5 – 5 units/acre

Maximum Density Allowed:

R5 – 5 units/acre

PROPERTY HISTORY:

Zoned:

May 2011

Platted:

May 2011

Annexed:

N/A

FINDINGS:

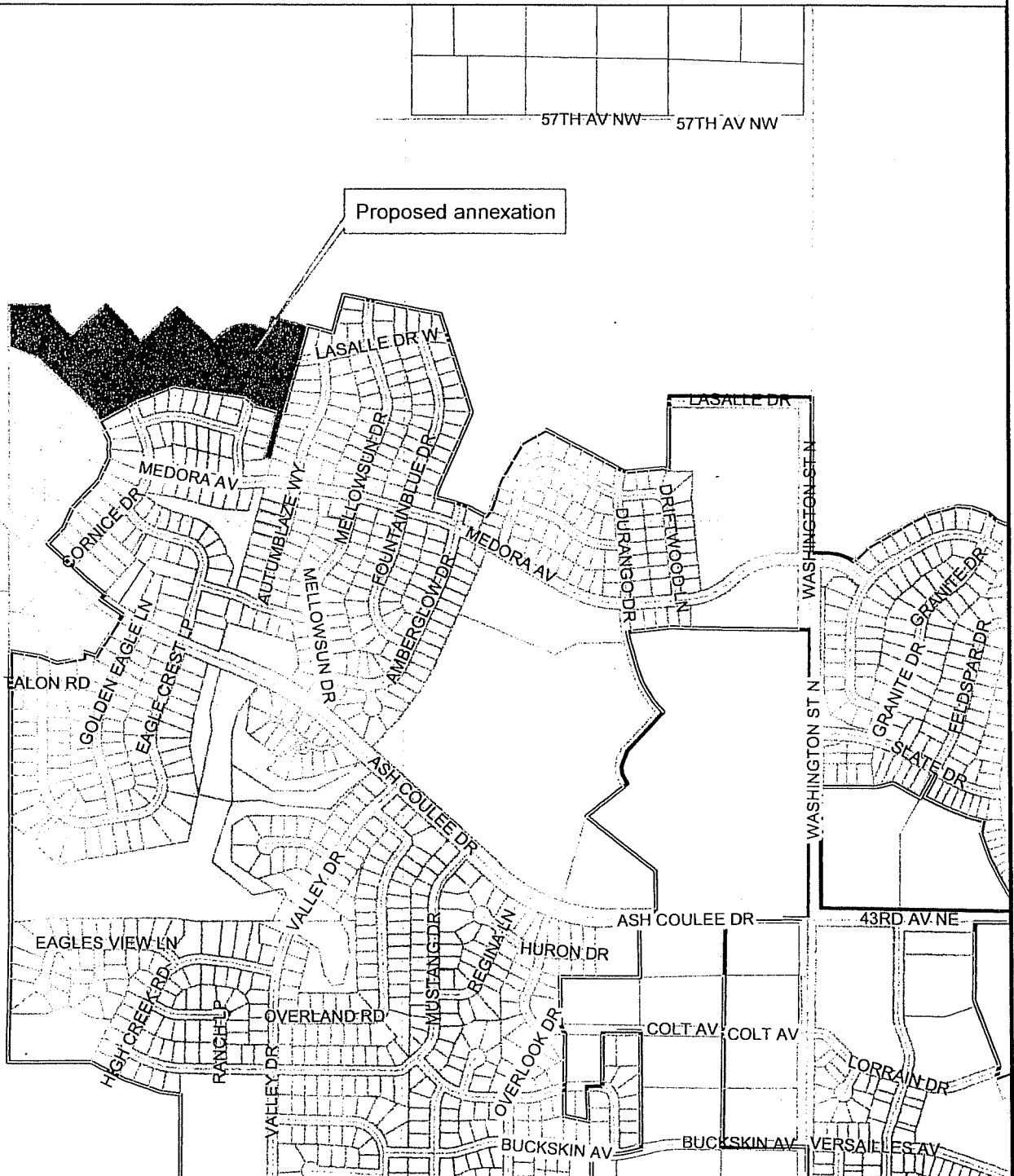
1. The City and other agencies would be able to provide necessary public services, facilities and programs to serve the development allowed by the annexation at the time the property is developed.
2. The proposed annexation would not adversely affect property in the vicinity.
3. The proposed annexation is consistent with the general intent and purpose of Title 14 of the City Code of Ordinances.
4. The proposed annexation is consistent with the master plan, other adopted plans, policies and planning practice.

RECOMMENDATION:

The City Planning & Zoning Commission considered this request on March 28, 2012 and based on the above findings, recommended annexation of the remaining portion of Horizon Heights Fifth Addition (Lots 1-9, Block 1, Lots 1-8, Block 2, Lots 1-8, Block 3, Lots 1-10, Block 4, Lots 5-7 & 16, Block 6 and Lots 1-3 & 7, Block 7).

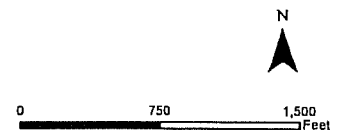
Lots 1, 2 and 3, Block 1 and Lot 1, Block 7 cannot be developed until the adjacent property is platted and the required right-of-way providing access to these lots is dedicated. This is noted with a plat note on the face of the Horizon Heights Fifth Addition plat.

Proposed Annexation Part of Horizon Heights Fifth Addition



DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Map was Updated/Created: February 29, 2012 (Nee)

Source: City of Bismarck



HORIZON HEIGHTS FIFTH ADDITION
BISMARCK, NORTH DAKOTA
02/22/2012

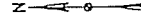
The Applicant, Mitzel Builders, Inc., requests that the City of Bismarck annex the following lots contained in the Horizon Heights Fifth Addition:

Included in this annexation will be the adjacent public right-of-ways.

Total area of annexation including ROW is 21.29 acres ±

PREVIOUSLY
ANNEXED

**Kadrmās
Lee &
Jackson**
Engineers Surveyors
Planners



ORDINANCE NO. 5875

<i>First Reading</i>	_____
<i>Second Reading</i>	_____
<i>Final Passage and Adoption</i>	_____
<i>Publication Date</i>	_____

AN ORDINANCE ANNEXING PROPERTY TO THE CORPORATE LIMITS OF THE CITY OF BISMARCK, NORTH DAKOTA, DECLARING THE TERRITORY ANNEXED; DECLARING THE SAME TO BE A PART OF THE CORPORATE LIMITS OF SAID CITY.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA.

Section 1. Territory Annexed. The territory and land hereinafter described is hereby declared and found to be a part of the corporate limits of the City of Bismarck, North Dakota, as follows:

Lots 1-14, Block 1 and Lots 1-7, Block 2, Kilber North Addition.

The above described tract of land contains 12.22 acres, more or less.

Section 2. Provisions Applicable. From and after the final passage and adoption of this Ordinance and upon recording of this ordinance with the Burleigh County Recorder, the territory herein described shall be a part of the corporate limits of the City of Bismarck, North Dakota.

**BISMARCK-BURLEIGH COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

BACKGROUND:

Title:

Kilber North Addition – Annexation

Status:

Board of City Commissioners

Date:

April 10, 2012

Owner(s):

Kilber Development, LLC

Engineer:

Kadrmass, Lee & Jackson

Reason for Request:

Plat and zone property for mixed density residential and office development.

Location:

South of 43rd Avenue NE between North Washington Street and US Highway 83 (part of the NW¼ of Section 21, T139N-R80W/Hay Creek Township).

Project Size:

12.22 acres

Number of Lots:

21 lots in 2 blocks

EXISTING CONDITIONS:

Land Use: Undeveloped

PROPOSED CONDITIONS:

Land Use: Mixed density residential and office uses

Zoning: A – Agricultural

Zoning: R5 – Residential
R10 – Residential
RM30 – Residential
RT – Residential

Uses Allowed:

A – Agriculture

Uses Allowed:

R5 – Single-family residential
R10 – One- and two-family residential
RM30 – Multi-family residential
RT – High density residential and limited business uses (offices)

Maximum Density Allowed:

A – One unit/40 acres

Maximum Density Allowed:

R5 – 5 units/acre
R10 – 10 units/acre
RM30 – 30 units/acre
RT – 30 units/acre

PROPERTY HISTORY:

Zoned:

N/A

Platted:

N/A

Annexed:

N/A

FINDINGS:

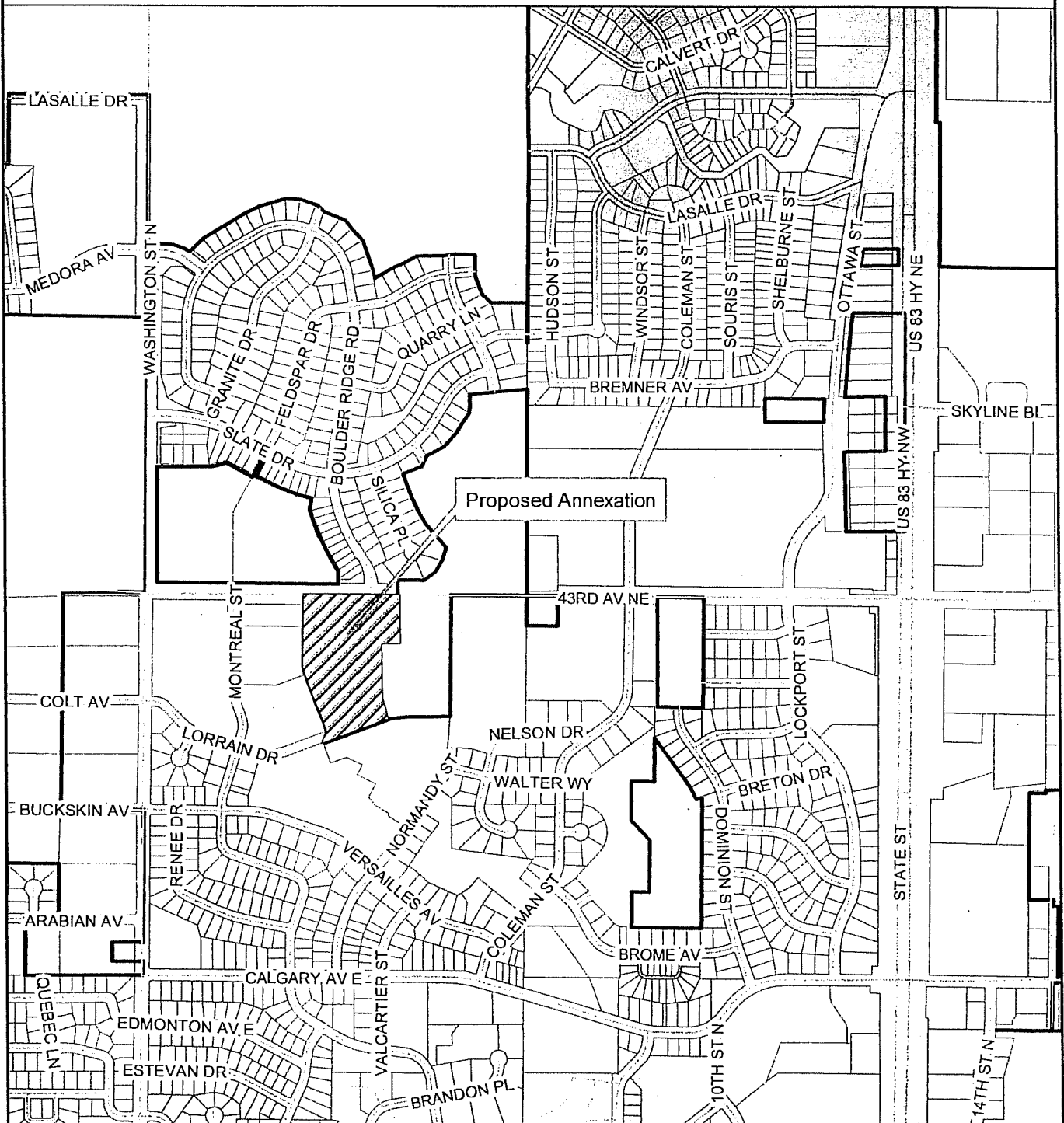
1. The City and other agencies would be able to provide necessary public services, facilities and programs to serve the development allowed by the annexation at the time the property is developed.
2. The proposed annexation would not adversely affect property in the vicinity.
3. The proposed annexation is consistent with the general intent and purpose of Title 14 of the City Code of Ordinances.
4. The proposed annexation is consistent with the master plan, other adopted plans, policies and planning practice.

(continued)

RECOMMENDATION:

The City Planning & Zoning Commission considered the request on March 28, 2012 and based on the above findings, recommended approval of the annexation for all of Kilber North Addition (Lots 1-14, Block 1 and Lots 1-7, Block 2).

Proposed Annexation Kilber North Addition



DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Map was Updated/Created: December 29, 2011 (Klee)

Source: City of Bismarck



0 750 1,500
Feet

ORDINANCE NO. 5876

<i>First Reading</i>	_____
<i>Second Reading</i>	_____
<i>Final Passage and Adoption</i>	_____
<i>Publication Date</i>	_____

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 14-03-02 OF THE 1986 CODE OF ORDINANCES, OF THE CITY OF BISMARCK, NORTH DAKOTA, AS AMENDED, RELATING TO THE BOUNDARIES OF ZONING DISTRICTS.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA:

Section 1. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the A-Agriculture zoning district and included in the R5-Residential zoning district:

Lots 3-7, Block 2, Kilber North Addition.

Section 2. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the A-Agriculture zoning district and included in the R10-Residential zoning district:

Lots 2-14, Block 1 and Lot 2, Block 2, Kilber North Addition.

Section 3. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the A-Agriculture zoning district and included in the RM30-Residential zoning district:

Lot 1, Block 1, Kilber North Addition.

Section 4. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the A-Agriculture zoning district and included in the RT-Residential zoning district:

Lot 1, Block 2, Kilber North Addition.

Section 5. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 6. Taking Effect. This ordinance shall take effect upon final passage, adoption and publication.

BISMARCK-BURLEIGH COUNTY COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

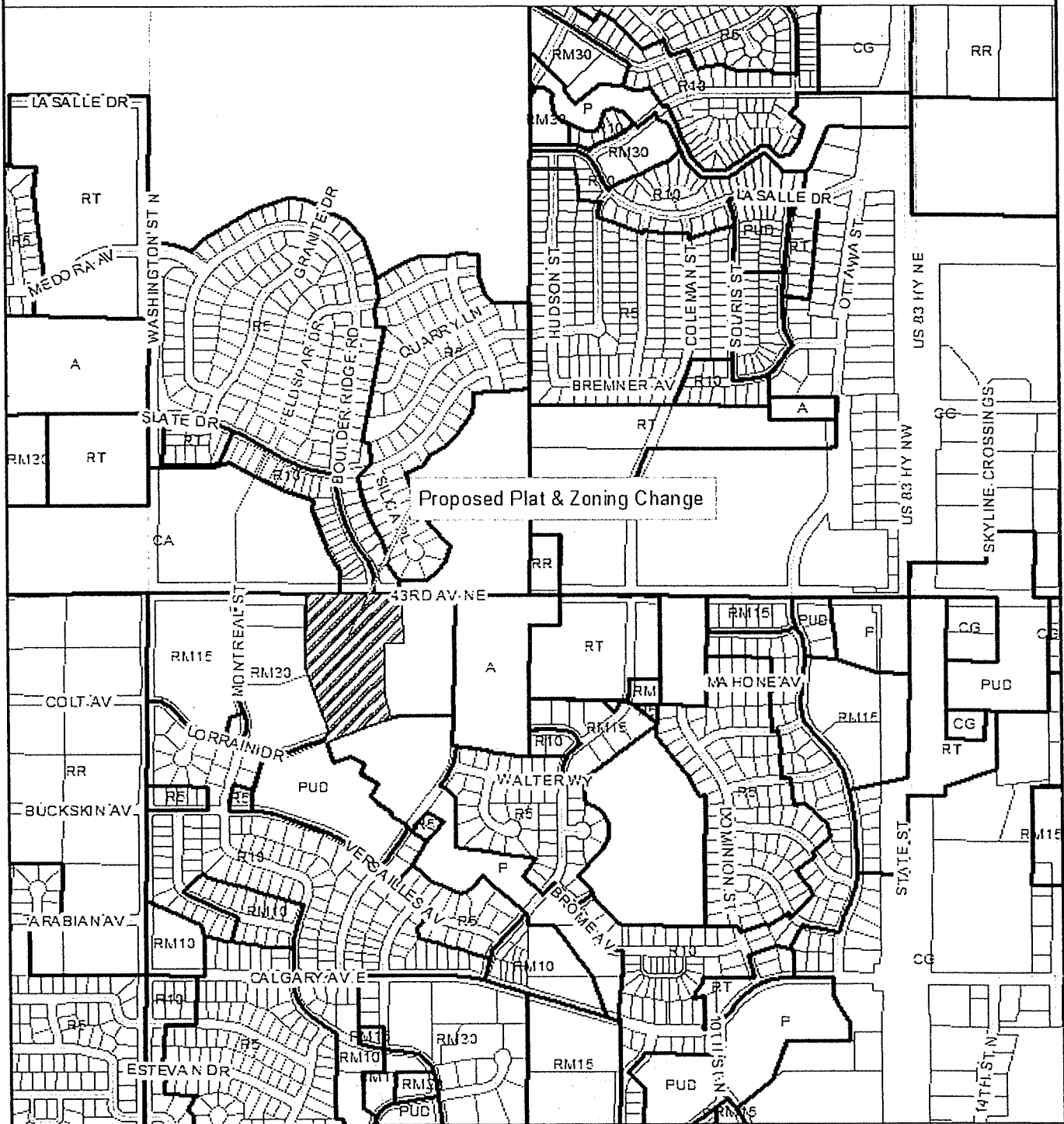
BACKGROUND:		
Title: Kilber North Addition – Zoning Change (A to R5, R10, RM30 and RT)		
Status: Board of City Commissioners	Date: April 10, 2012	
Owner(s): Kilber Development, LLC	Engineer: Kadrmass, Lee & Jackson	
Reason for Request: Plat and zone property for mixed density residential and office development.		
Location: South of 43 rd Avenue NE between North Washington Street and US Highway 83 (part of the NW¼ of Section 21, T139N-R80W/Hay Creek Township).		
Project Size: 12.22 acres	Number of Lots: 21 lots in 2 blocks	
EXISTING CONDITIONS:		
Land Use: Undeveloped	PROPOSED CONDITIONS:	
Zoning: A – Agricultural	Land Use: Mixed density residential and office uses	
	Zoning: R5 – Residential R10 – Residential RM30 – Residential RT - Residential	
Uses Allowed: A – Agriculture	Uses Allowed: R5 – Single-family residential R10 – One- and two-family residential RM30 – Multi-family residential RT – High density residential and limited business uses (offices)	
Maximum Density Allowed: A – One unit/40 acres	Maximum Density Allowed: R5 – 5 units/acre R10 – 10 units/acre RM30 – 30 units/acre RT – 30 units/acre	
PROPERTY HISTORY:		
Zoned: N/A	Platted: N/A	Annexed: N/A
FINDINGS:		
<ol style="list-style-type: none"> 1. The proposed zoning change is outside of the area covered by the Land Use Plan. 2. The proposed zoning change would be compatible with adjacent land uses. Adjacent land uses include multi-family residential to the west, P-Public zoned open space to the south, undeveloped land to the east and a combination of one and two-family residential and undeveloped CA-zoned property to the north across 43rd Avenue. 		
<i>(continued)</i>		

3. The subdivision proposed for the property would be annexed prior to development; therefore, the zoning change would not place an undue burden on public services and facilities.
4. The proposed zoning change would not adversely affect property in the vicinity.
5. The proposed zoning change is consistent with the general intent and purpose of the zoning ordinance.
6. The proposed zoning change is consistent with the master plan, other adopted plans, policies and accepted planning practice.

RECOMMENDATION:

The City Planning & Zoning Commission held a public hearing on March 28, 2012 and based on the above findings, recommended approval of the zoning change from A–Agricultural to R5–Residential on Lots 3-7, Block 2, R10–Residential on Lots 2-14, Block 1 and Lot 2, Block 2, RM30–Residential on Lot 1, Block 1 and RT–Residential for Kilber North Addition.

Proposed Plat & Zoning Change (A to R5, R10, RM30 & RT) Kilber North Addition

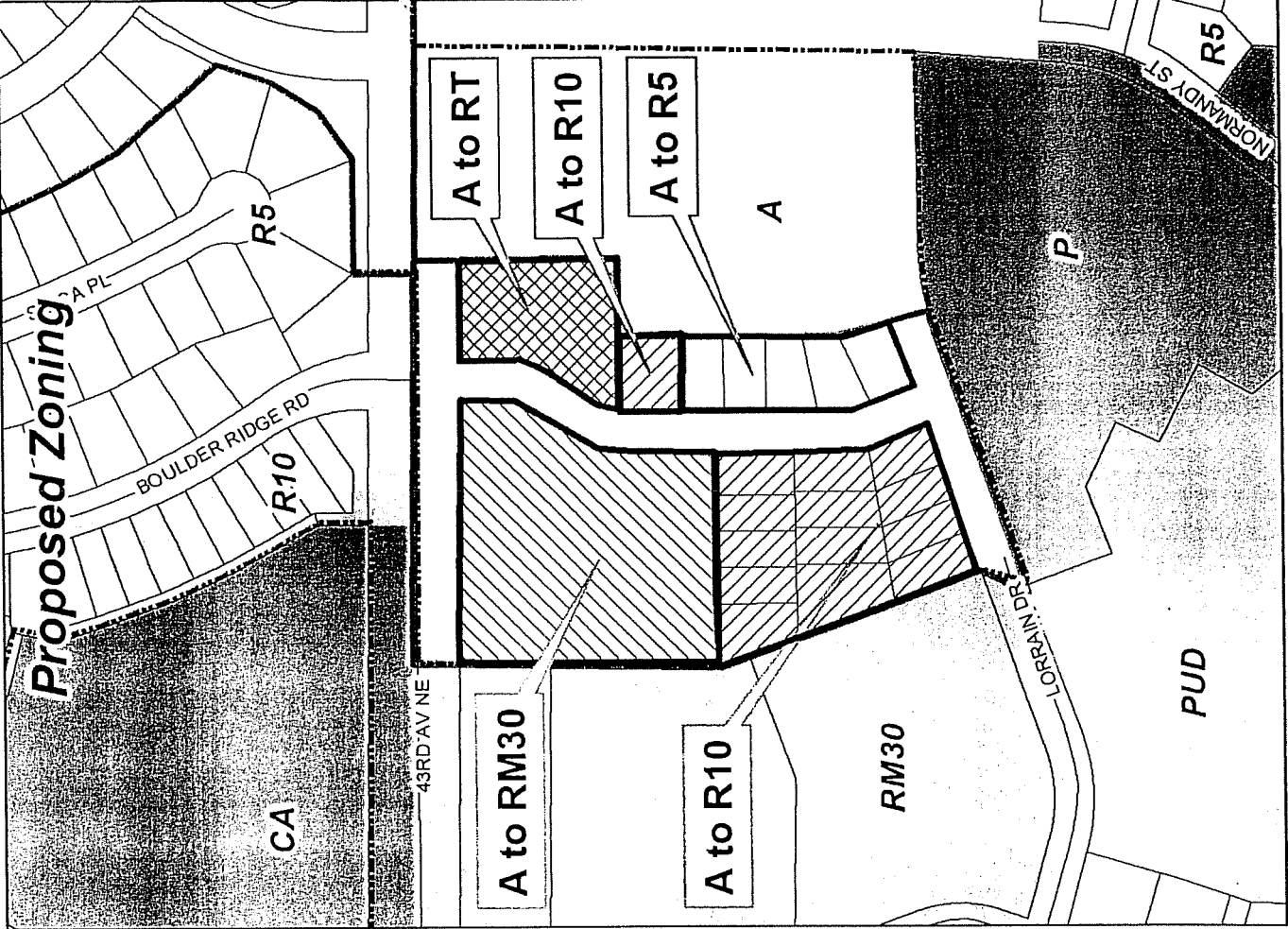
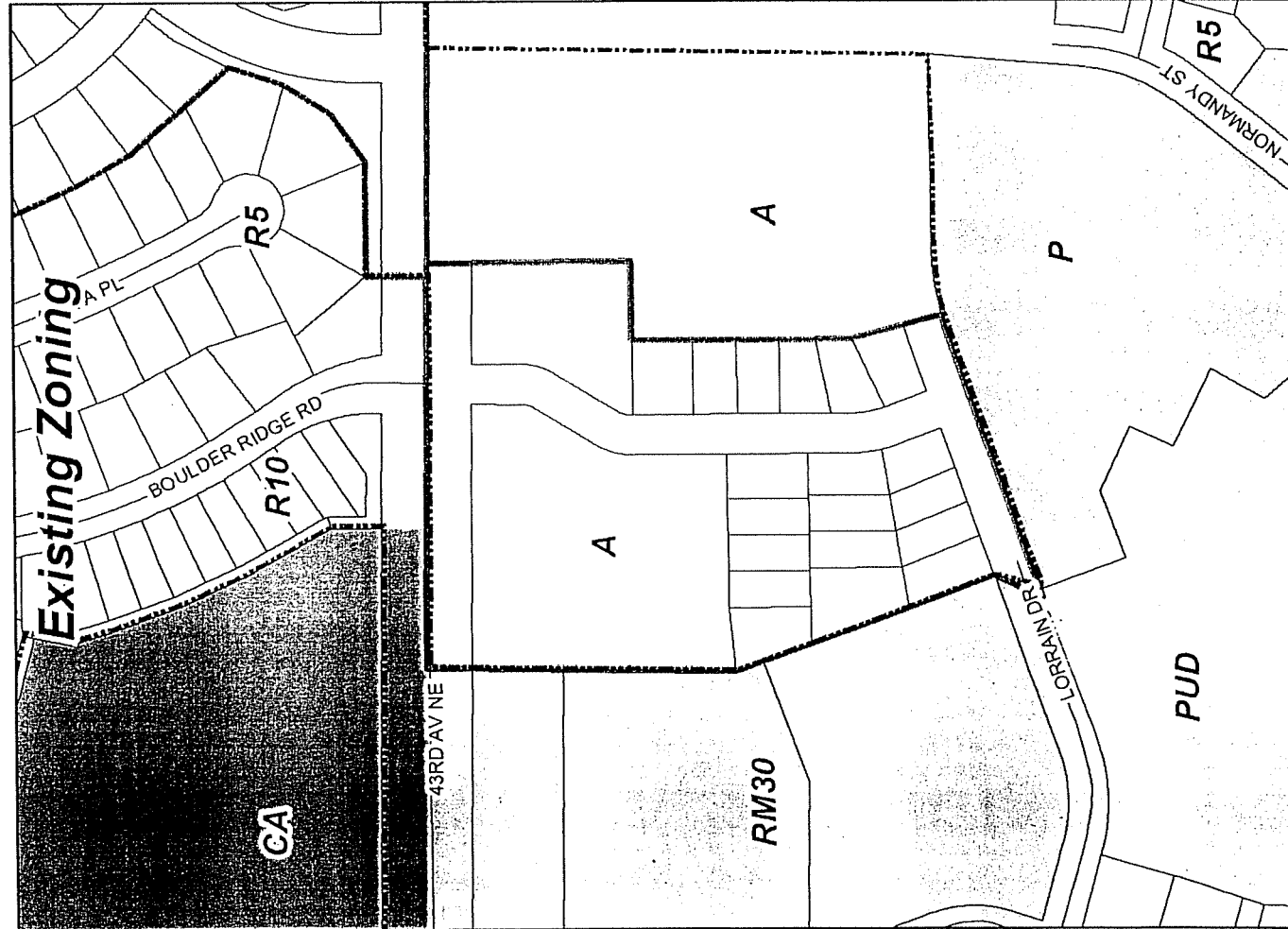


DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data contained herein. Map was updated/created: December 29, 2011. Xcel

Source: City of Bemidji



Kilber North Addition - Zoning Change



ORDINANCE NO. 5877

<i>First Reading</i>	_____
<i>Second Reading</i>	_____
<i>Final Passage and Adoption</i>	_____
<i>Publication Date</i>	_____

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 14-03-02 OF THE 1986 CODE OF ORDINANCES, OF THE CITY OF BISMARCK, NORTH DAKOTA, AS AMENDED, RELATING TO THE BOUNDARIES OF ZONING DISTRICTS.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA:

Section 1. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the R10 – Residential District and included within the PUD – Planned Unit Development District.

Lots 1-41, Block 1, Madison Lane Addition.

This PUD is subject to the following development standards:

1. *Uses Permitted.* Permitted uses include single-family dwellings and a private park and playground area. Any change in the use of the property will require an amendment to this PUD. All other uses not included shall be prohibited.
2. *Development Standards.* Each buildable lot shall have an area of not less than 5,000 square feet, a front property line width of not less than 40 feet measured 40 feet from the property line, and a front yard setback of 20 feet measured from the edge of the access easement. Each buildable lot shall have two side yards with a minimum side yard setback of six feet on each side of the home. All other development standards, including lot coverage and height limits shall be the same as the R5-Residential standards.
3. *Density.* The maximum allowable density shall be 40 units.

Section 2. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3. Taking Effect. This ordinance shall take effect upon final passage, adoption and publication.

**BISMARCK-BURLEIGH COUNTY PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

BACKGROUND:		
Title: Madison Lane Addition – Zoning Change (R10 to PUD)		
Status: Board of City Commissioners	Date: April 10, 2012	
Owner(s): Frank Wagner, Kenneth Reno, Landmark Venture Capital (Art Goldammer – Applicant)	Engineer: Swenson, Hagen & Co.	
Reason for Request: The applicant wishes to develop the property as a 40-home, single-family residential subdivision with a private street, reduced front yard setbacks and a park area.		
Location: In north Bismarck along the south side of Canada Avenue approximately ¼ mile west of US HWY 83 (A replat of Lots 3-36, Block 2, Sonnet Heights Subdivision First Replat (East ½ of Section 16, T139N-R80W/Hay Creek Township.)		
Project Size: 6.51 acres	Number of Lots: 41 lots in 1 block	
EXISTING CONDITIONS:		PROPOSED CONDITIONS:
Land Use: Undeveloped		Land Use: Single-family residential
Zoning: R10-Residential		Zoning: PUD – Planned Unit Development
Uses Allowed: R10 – Single and two-family residential		Uses Allowed: PUD – Single-family residential
Maximum Density Allowed: R10 – 10 units per acre		Maximum Density Allowed: PUD – 40 single-family units
PROPERTY HISTORY:		
Zoned: 05/2007	Platted: 05/2007	Annexed: 04/2007
ADDITIONAL INFORMATION:		
<ol style="list-style-type: none"> 1. The applicant is planning on developing the proposed subdivision accessed off Canada Avenue through the use of private street. 2. The PUD zoning request is based on the desire to have a reduced front yard setback from 25-feet to 20-feet. 3. The density is slightly higher than a traditional R5 – Residential district, which allows for 5 units per acre. The density for this development is approximately 6 units per acre. 4. A private park/playground area would be included with the development. 		
FINDINGS:		
<ol style="list-style-type: none"> 1. The proposed subdivision is consistent with the land use portion of the future land use portion of the US Highway 83 Corridor Study, which identifies this area as residential. <p align="right"><i>continued...</i></p>		

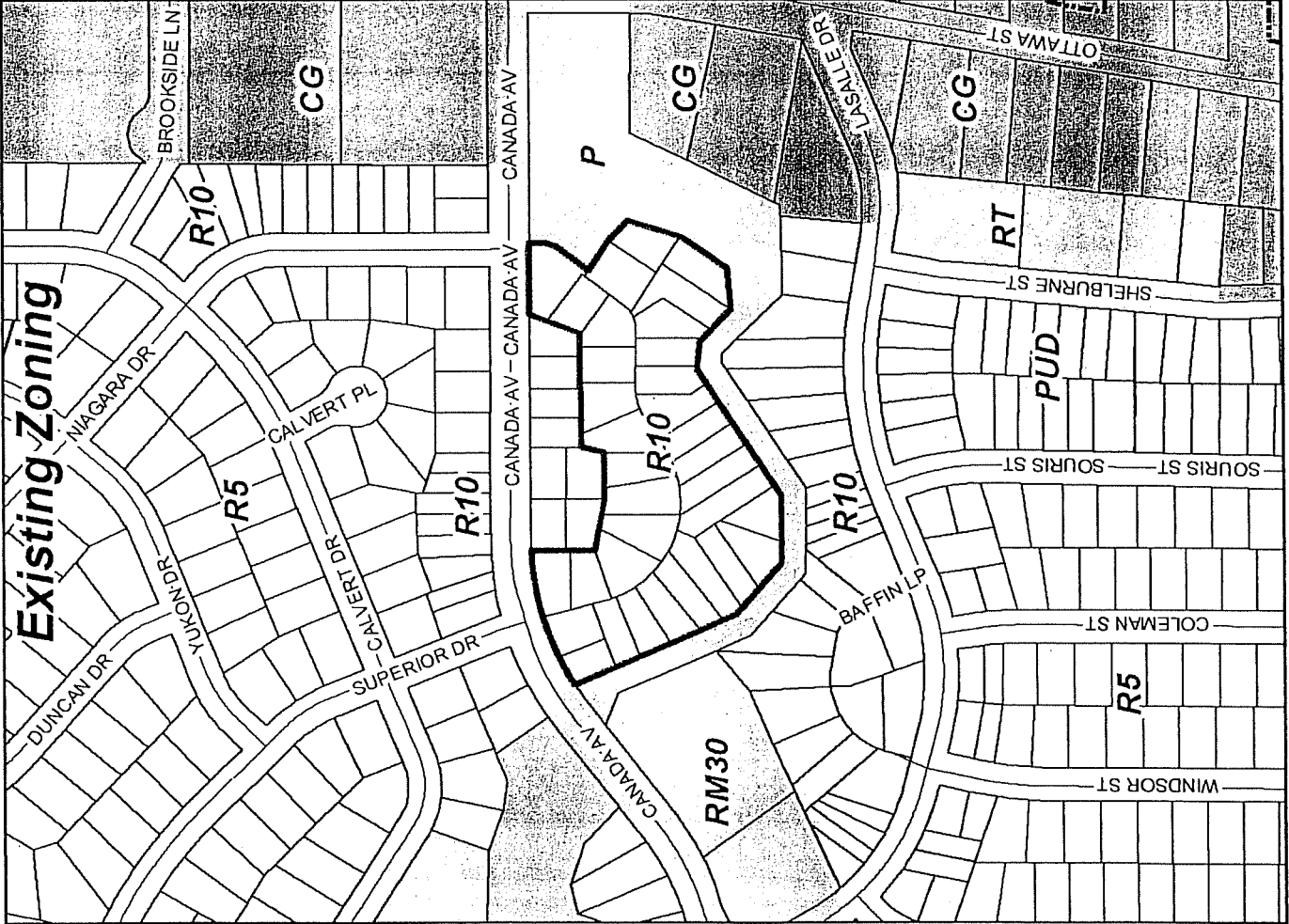
2. The proposed zoning change would be compatible with adjacent land uses. Adjacent land uses include developing residentially-zoned land in each direction.
3. The proposed subdivision is annexed; therefore, the zoning change would not place an undue burden on public services and facilities. The City and other agencies will be able to provide necessary public services, facilities, and programs to serve the development allowed by the new zoning classification at the time the property is developed.
4. The proposed zoning change would not adversely affect property in the vicinity.
5. The proposed zoning change is consistent with the master plan, other adopted plans, policies and accepted planning practice.

RECOMMENDATION:

The City Planning & Zoning Commission held a public hearing on March 28, 2012 and based on the above findings, recommended approval of the zoning change for Madison Lane Addition from R10 Residential to PUD – Planned Unit Development as outlined in the attached PUD ordinance.

Madison Lane Addition - Zoning Change

Existing Zoning



Proposed Zoning



ORDINANCE NO. 5878

<i>First Reading</i>	_____
<i>Second Reading</i>	_____
<i>Final Passage and Adoption</i>	_____
<i>Publication Date</i>	_____

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 14-03-02 OF THE 1986 CODE OF ORDINANCES, OF THE CITY OF BISMARCK, NORTH DAKOTA, AS AMENDED, RELATING TO THE BOUNDARIES OF ZONING DISTRICTS.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA:

Section 1. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the A-Agriculture zoning district and included in the R5-Residential zoning district:

Lots 1-24, Block 1; Lots 1-28, Block 2; Lots 1-28, Block 3; Lots 1-11, Block 4; and Lots 1-2, Block 5, Sattler's Sunrise Ninth Addition.

Section 2. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the A-Agriculture zoning district and included in the P-Public zoning district:

Lot 25, Block 1, Sattler's Sunrise Ninth Addition.

Section 3. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Taking Effect. This ordinance shall take effect upon final passage, adoption and publication.

**BISMARCK-BURLEIGH COUNTY PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

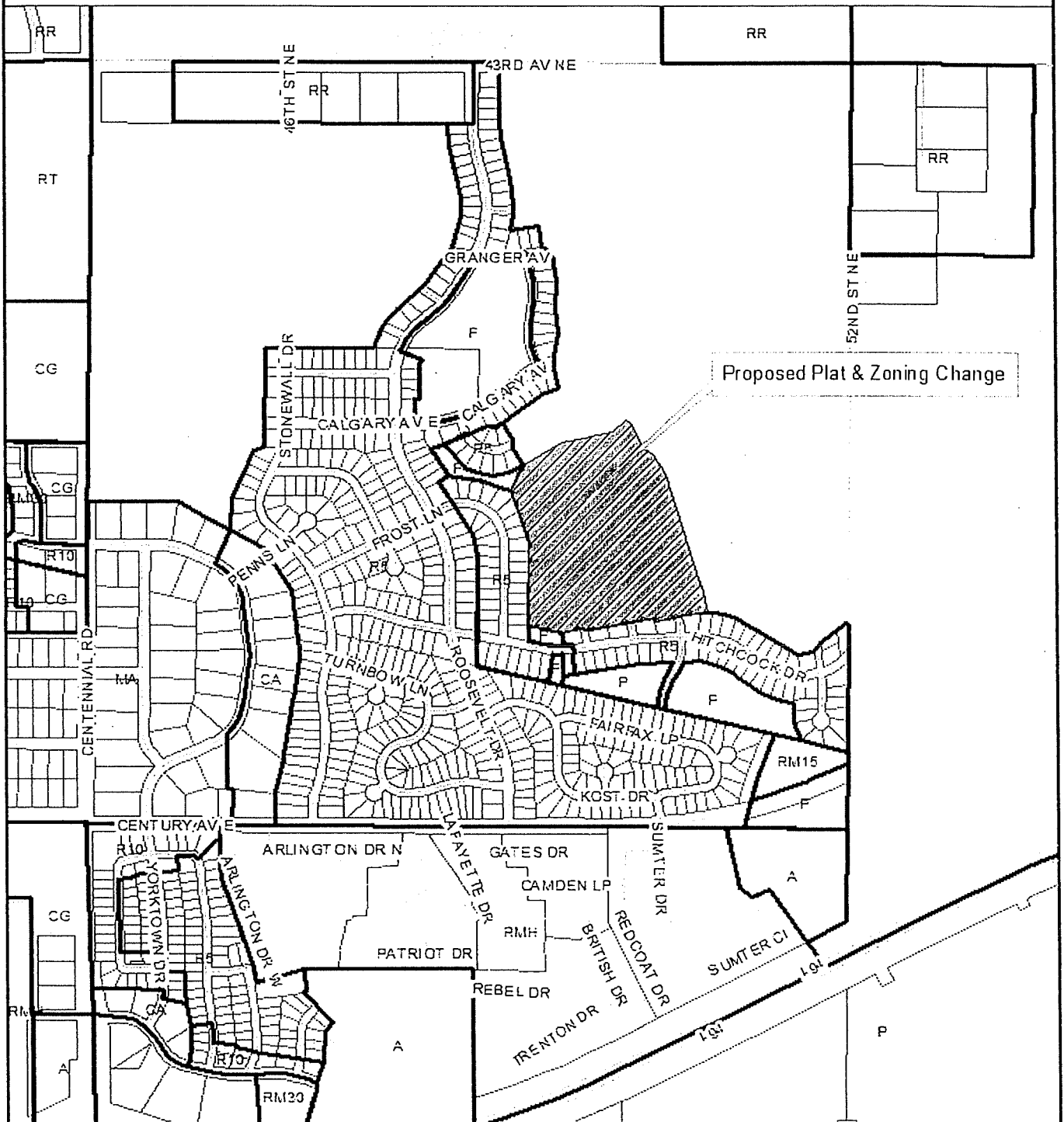
BACKGROUND:		
Title: Sattler Sunrise Ninth Addition – Zoning Change (A to R5 and P)		
Status: Board of City Commissioners	Date: April 10, 2012	
Owner(s): Sattler Homes, Inc.	Engineer: Swenson, Hagen & Co.	
Reason for Request: To convert undeveloped agricultural land into a single-family residential subdivision.		
Location: In northeast Bismarck, one-half mile east of Centennial Road and north of Century Avenue, east of the existing Sattler's developments (part of Section 24, T139N-R80W/ Hay Creek Twp).		
Project Size: 32.06 acres	Number of Lots: 94 lots in 5 blocks	
EXISTING CONDITIONS:		PROPOSED CONDITIONS:
Land Use: Agriculture/Undeveloped		Land Use: Single-family houses and a dual-purpose greenway area
Zoning: A – Agriculture		Zoning: R5–Residential and P-Public
Uses Allowed: Agriculture		Uses Allowed: Residential and public uses
Maximum Density Allowed: 1 unit per 40 acres		Maximum Density Allowed: R5 – 5 units per acre
PROPERTY HISTORY:		
Zoned: ---	Platted: ---	Annexed: ---
ADDITIONAL INFORMATION:		
<ol style="list-style-type: none"> 1. There is a 20-foot multi-use path easement between Lots 14 & 15, Block 1 that would allow for a multi-use trail to be constructed. The trail would aid in the non-motorized connections to Sunrise Elementary School. The multi-use path easement would connect to two existing multi-use path easements in Sattler's Sunrise Eighth Addition. 		
FINDINGS:		
<ol style="list-style-type: none"> 1. The proposed zoning change is consistent with the Bismarck-Mandan Regional Future Land Use Plan, which identifies the area as urban residential. 2. The proposed zoning change would be compatible with adjacent land uses. Adjacent land uses include agricultural land to the east and developing single lots to the west. 3. The proposed zoning change would not place an undue burden on public services. 4. The proposed zoning change would not adversely affect property in the vicinity. 		
<i>continued...</i>		

5. The proposed zoning change is consistent with the general intent and purpose of the zoning ordinance and subdivision regulations.
6. The proposed zoning change is consistent with the master plan, other adopted plans, policies and accepted planning practice.

RECOMMENDATION:

The City Planning & Zoning Commission held a public hearing on March 28, 2012 and based on the above findings, recommended approval of the zoning change of Sattler's Sunrise Ninth Addition from A-Agriculture to R5-Residential for Lots 1-24, Block 1; Lots 1-28, Block 2; Lots 1-28, Block 3; 1-11, Block 4; and Lots 1-2, Block 5; and from A-Agriculture to P-Public for Lot 25, Block 1.

Proposed Plat & Zoning Change (A to R5 & P) Sattlers Sunrise 9th Addition



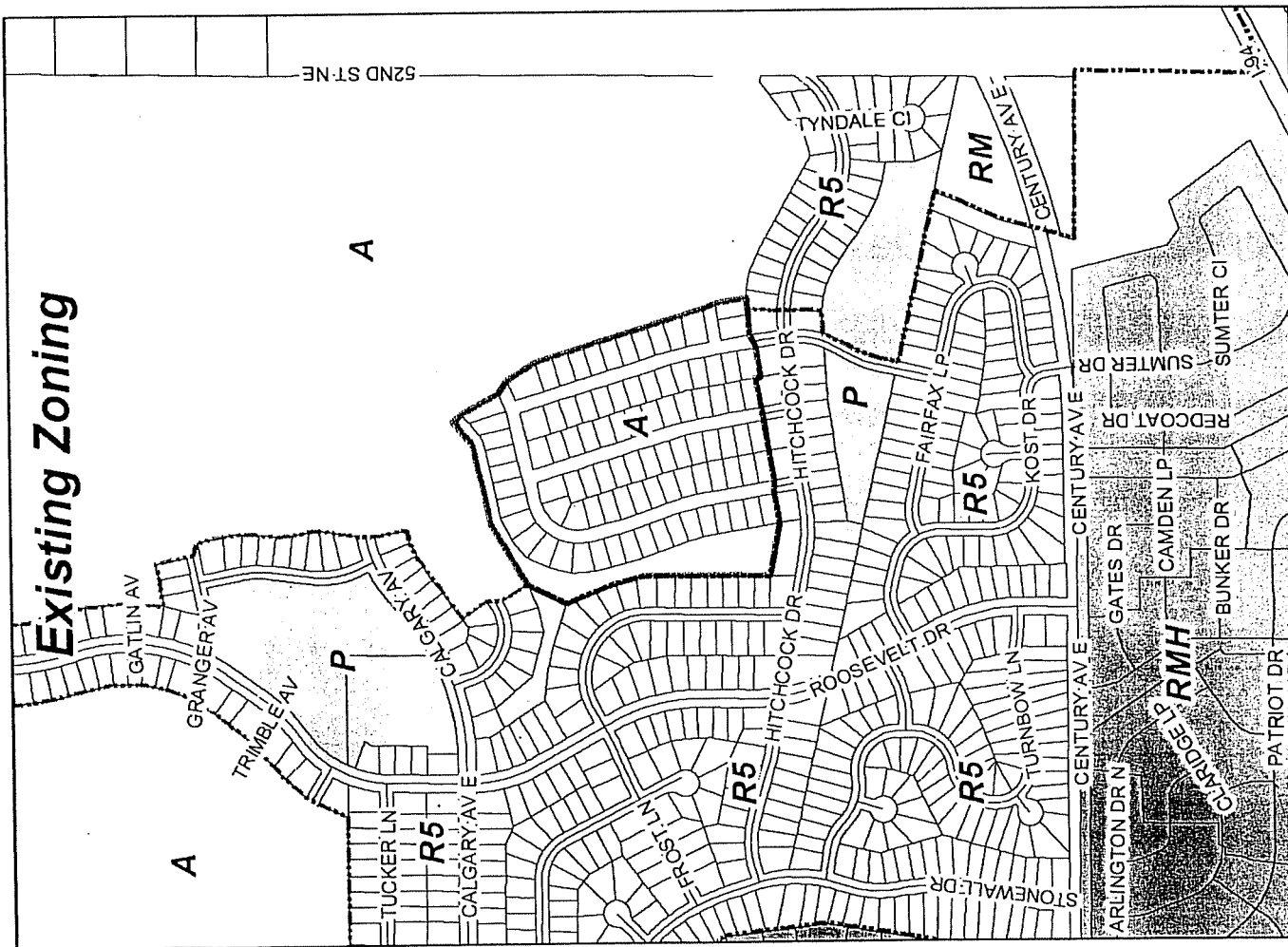
DISCLAIMER: This map is for representation use only, and does not represent a survey. Accuracy is assumed and the accuracy of the data contained herein is not guaranteed. Map was updated/created: December 22, 2011 (xcel)

Source: City of Camanche

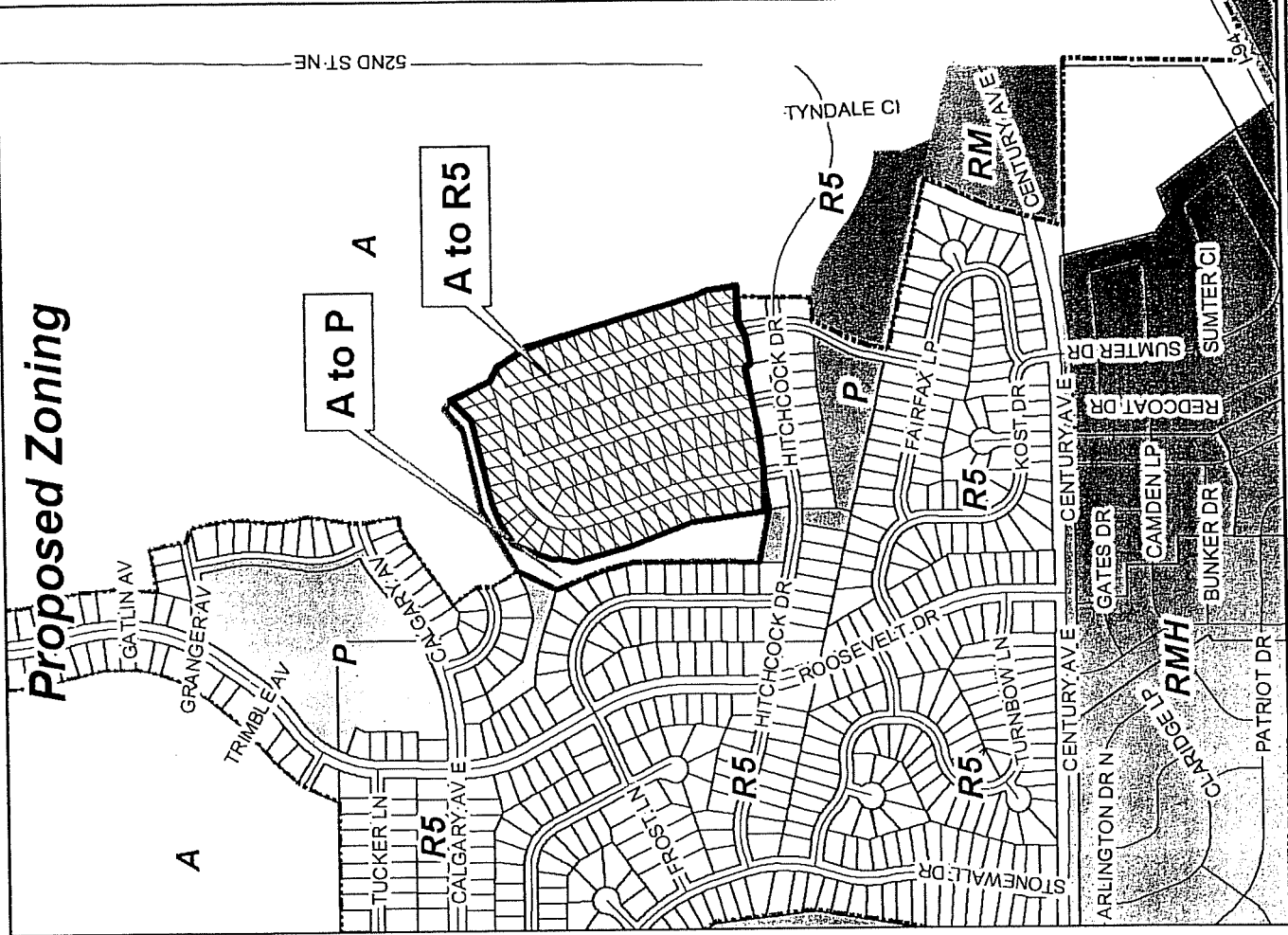


0 750 1500 Feet

Existing Zoning



Proposed Zoning



ORDINANCE NO. 5879

<i>First Reading</i>	_____
<i>Second Reading</i>	_____
<i>Final Passage and Adoption</i>	_____
<i>Publication Date</i>	_____

AN ORDINANCE ANNEXING PROPERTY TO THE CORPORATE LIMITS OF THE CITY OF BISMARCK, NORTH DAKOTA, DECLARING THE TERRITORY ANNEXED; DECLARING THE SAME TO BE A PART OF THE CORPORATE LIMITS OF SAID CITY.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA.

Section 1. Territory Annexed. The territory and land hereinafter described is hereby declared and found to be a part of the corporate limits of the City of Bismarck, North Dakota, as follows:

Lots 2-22, Block 1 and Lots 1-69, Block 2, SouthBay Fourth Addition

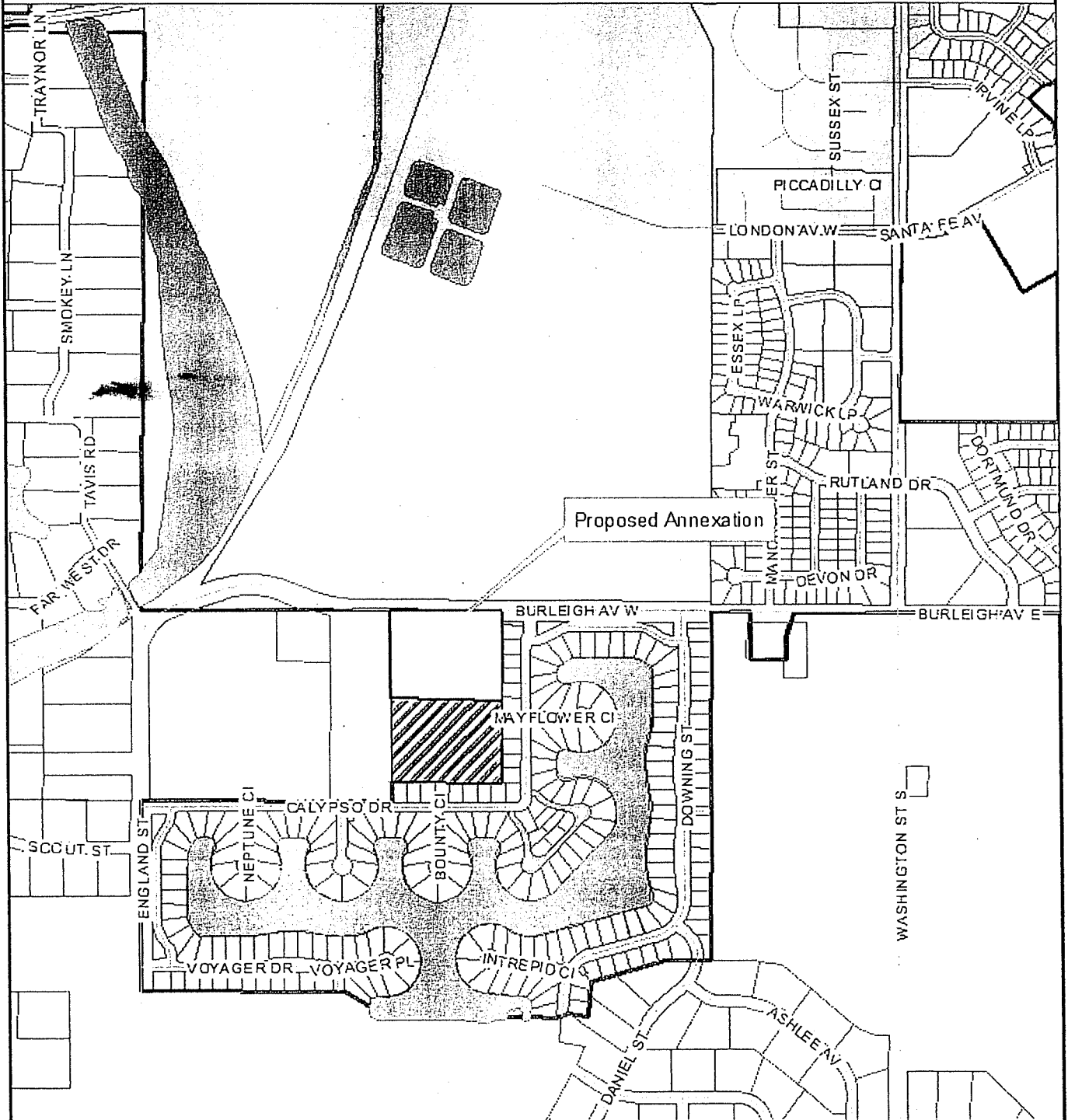
The above described tract of land contains 11.63 acres, more or less.

Section 2. Provisions Applicable. From and after the final passage and adoption of this Ordinance and upon recording of this ordinance with the Burleigh County Recorder, the territory herein described shall be a part of the corporate limits of the City of Bismarck, North Dakota.

BISMARCK-BURLEIGH COUNTY COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

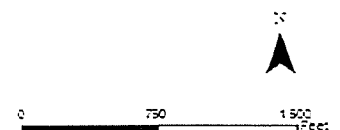
BACKGROUND:		
Title: Part of SouthBay 4 th Addition – Annexation		
Status: Board of City Commissioners	Date: April 10, 2012	
Owner(s): SouthBay Development, LLC – L2-22, B1 & L1-69, B2	Engineer: Swenson Hagen & Co.	
Reason for Request: Plat and zone property for multi-family residential development and one rural residence.		
Location: South of Burleigh Avenue between Calypso Drive and England Street (part of the NW¼ of Section 20, T138N-R80W/Lincoln Township).		
Project Size: 11.63 acres	Number of Lots: 90 lots in 2 blocks	
EXISTING CONDITIONS:		PROPOSED CONDITIONS:
Land Use: Rural residential and undeveloped	Land Use: Rural residential and multi-family residential	
Zoning: A – Agricultural	Zoning: RM10 – Residential (L2-22,B1&L1-73, B2	
Uses Allowed: A – Agriculture	Uses Allowed: RM10 – Multi-family residential	
Maximum Density Allowed: A – One unit/40 acres	Maximum Density Allowed: RM10 – 10 units/acre	
PROPERTY HISTORY:		
Zoned: N/A	Platted: N/A	Annexed: N/A
FINDINGS:		
<ol style="list-style-type: none"> 1. The City and other agencies would be able to provide necessary public services, facilities and programs to serve the development allowed by the annexation at the time the property is developed. 2. The proposed annexation would not adversely affect property in the vicinity. 3. The proposed annexation is consistent with the general intent and purpose of Title 14 of the City Code of Ordinances. 4. The proposed annexation is consistent with the master plan, other adopted plans, policies and planning practice. 		
RECOMMENDATION:		
<p>The City Planning & Zoning Commission considered the request on March 28, 2012 and based on the above findings, recommended approval of the annexation of all of SouthBay Fourth Addition, except Lot 1, Block 1 (Lots 2-22, Block 1 and Lots 1-69, Block 2).</p>		

Proposed Annexation South Bay 4th Addition



DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data contained herein.
Map was updated/created: December 22, 2011 (year)

Source: City of Richmond



ORDINANCE NO. 5880

<i>First Reading</i>	_____
<i>Second Reading</i>	_____
<i>Final Passage and Adoption</i>	_____
<i>Publication Date</i>	_____

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 14-03-02 OF THE 1986 CODE OF ORDINANCES, OF THE CITY OF BISMARCK, NORTH DAKOTA, AS AMENDED, RELATING TO THE BOUNDARIES OF ZONING DISTRICTS.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA:

Section 1. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the A-Agriculture zoning district and included in the RR-Residential zoning district:

Lot 1, Block 1, SouthBay Fourth Addition.

Section 2. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the A-Agriculture zoning district and included in the RM10-Residential zoning district:

Lots 2-22, Block 1 and Lots 1-69, Block 2, SouthBay Fourth Addition

Section 3. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Taking Effect. This ordinance shall take effect upon final passage, adoption and publication.

BISMARCK-BURLEIGH COUNTY COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

BACKGROUND:		
Title: SouthBay 4 th Addition – Zoning Change (A to RR & RM10)		
Status: Board of City Commissioners	Date: April 10, 2012	
Owner(s): Corey Botner – L1, B1 SouthBay Development, LLC – L2-22, B1 & L1-69, B2	Engineer: Swenson Hagen & Co.	
Reason for Request: Plat and zone property for multi-family residential development and one rural residence.		
Location: South of Burleigh Avenue between Calypso Drive and England Street (part of the NW¼ of Section 20, T138N-R80W/Lincoln Township).		
Project Size: 21.0 acres	Number of Lots: 91 lots in 2 blocks	
EXISTING CONDITIONS:		
Land Use: Rural residential and undeveloped	PROPOSED CONDITIONS:	
Zoning: A – Agricultural	Land Use: Rural residential and multi-family residential	
Uses Allowed: A – Agriculture	Zoning: RR – Residential (L1, B1) RM10 – Residential (L2-22, B1 & L1-73, B2)	
Maximum Density Allowed: A – One unit/40 acres	Uses Allowed: RR – Rural residential RM10 – Multi-family residential	
	Maximum Density Allowed: RR – 65,000 square feet/lot RM10 – 10 units/acre	
PROPERTY HISTORY:		
Zoned: N/A	Platted: N/A	Annexed: N/A
FINDINGS:		
<ol style="list-style-type: none"> 1. The proposed zoning change is consistent with the Land Use Plan, which identifies this area as urban residential (Bismarck-Mandan Regional Future Land Use Plan). 2. The proposed subdivision would be compatible with adjacent land uses, provided required landscape buffers are installed between the townhomes and the surrounding single-family residential. Adjacent land uses include single-family residential to the east and south, rural residential to the west and P-zoned land to the north across Burleigh Avenue. 		

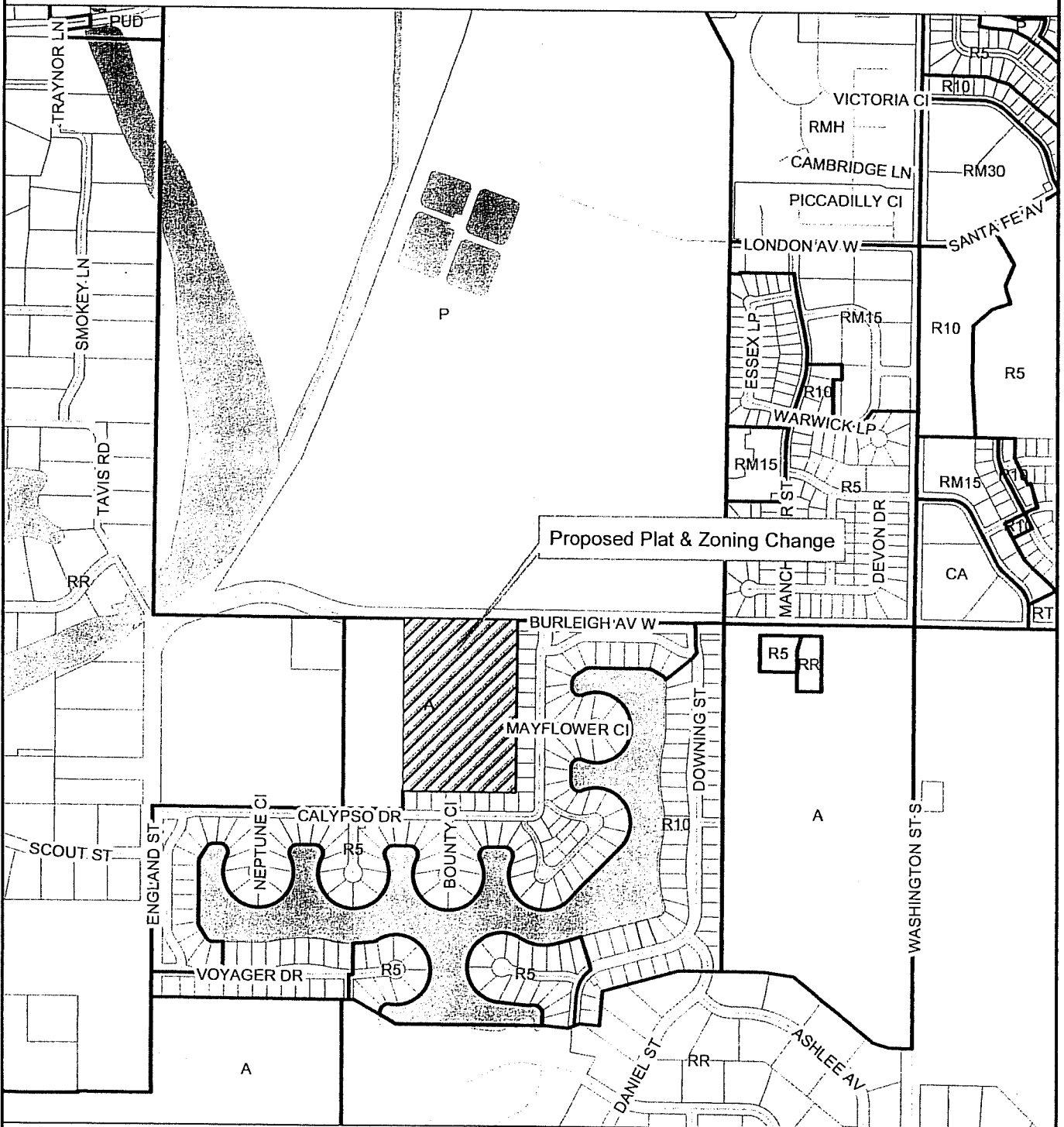
(continued)

3. The multi-family portion of the proposed subdivision would be annexed prior to development; therefore, the zoning change would not place an undue burden on public services and facilities.
4. The proposed zoning change would not adversely affect property in the vicinity.
5. The proposed zoning change is consistent with the general intent and purpose of the zoning ordinance.
6. The proposed zoning change is consistent with the master plan, other adopted plans, policies and accepted planning practice.

RECOMMENDATION:

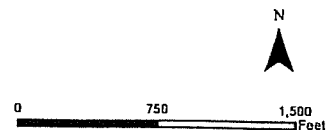
The City Planning & Zoning Commission held a public hearing on March 28, 2012 and based on the above findings, recommended approval of the zoning change from A–Agricultural to RR–Residential on Lot 1, Block 1 and to RM10–Residential on Lots 2-22, Block 1 and Lots 1-69, Block 2, SouthBay 4th Addition.

Proposed Plat & Zoning Change (A to RR & RM10) SouthBay 4th Addition



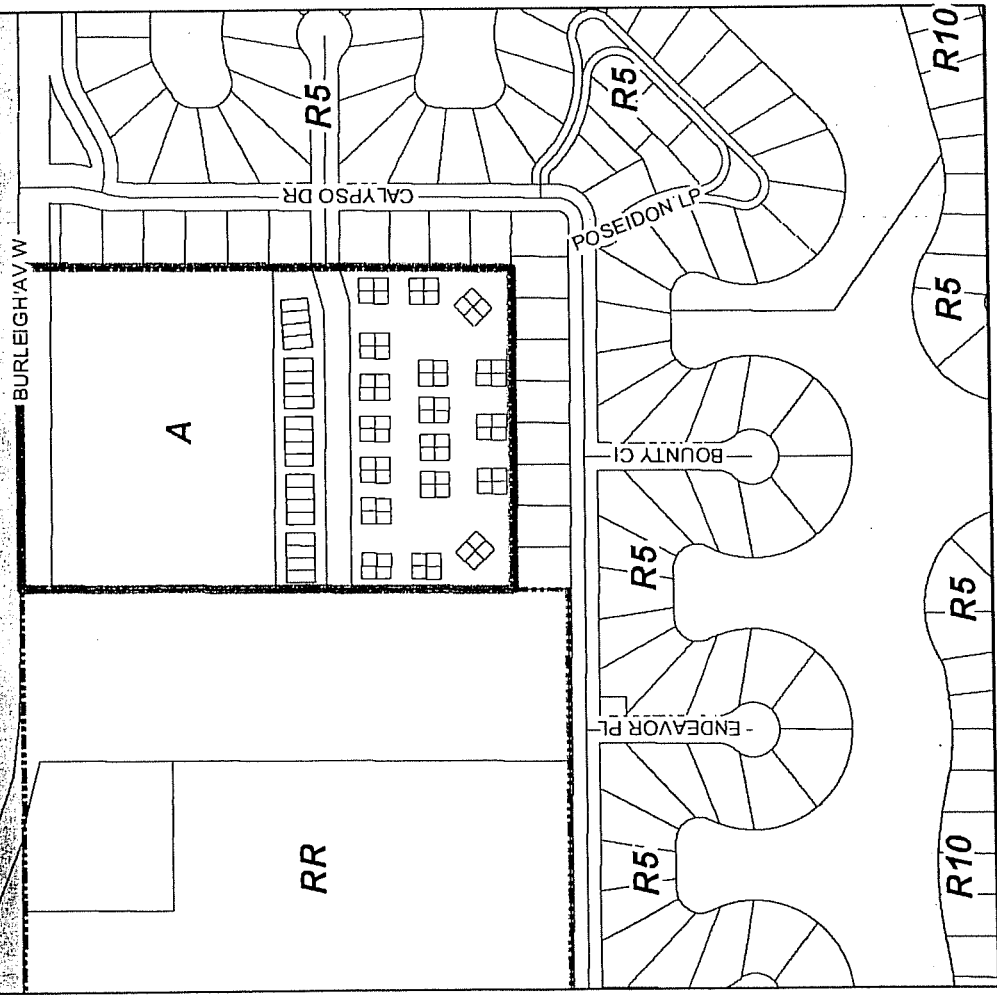
DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Map was Updated/Created: December 29, 2011 (Klee)

Source: City of Bismarck



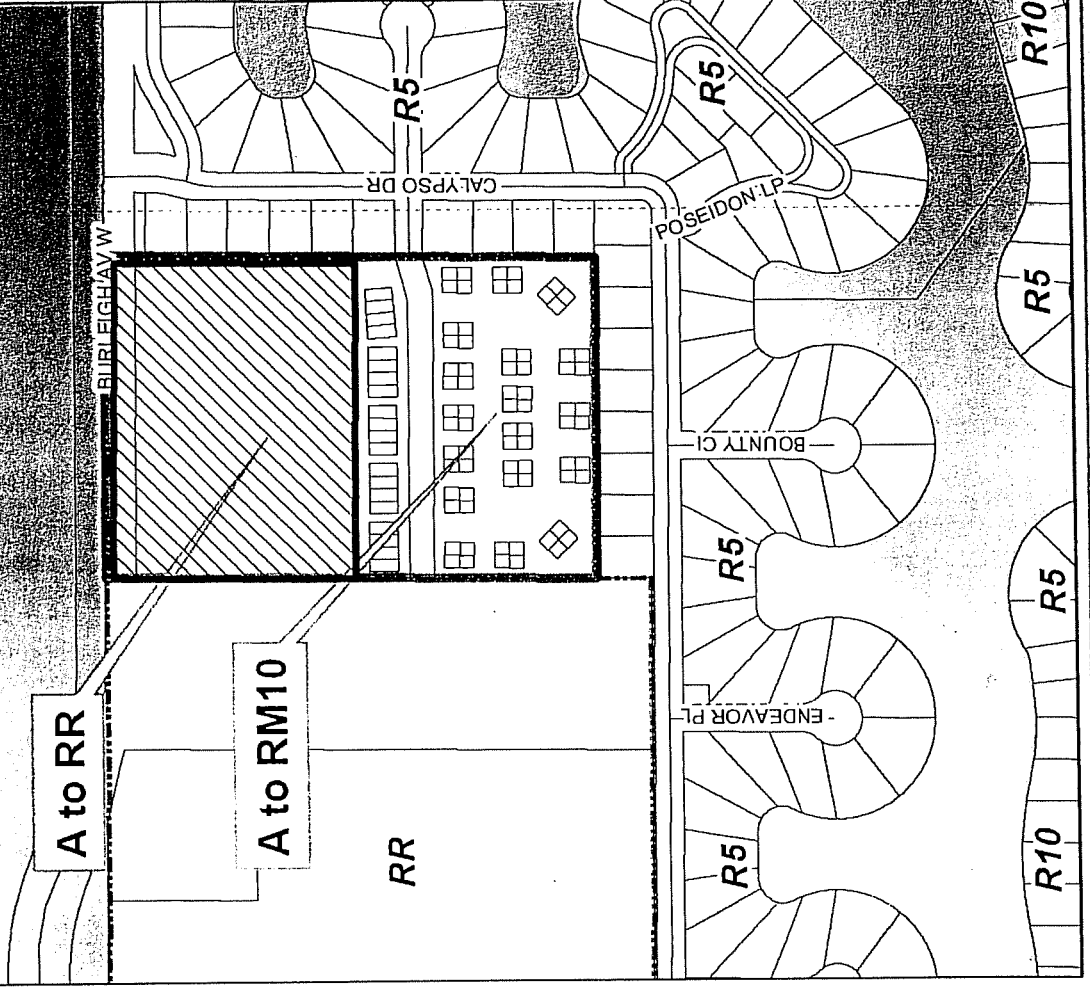
Existing Zoning

P



Proposed Zoning

P



ORDINANCE NO. 5881

<i>First Reading</i>	_____
<i>Second Reading</i>	_____
<i>Final Passage and Adoption</i>	_____
<i>Publication Date</i>	_____

AN ORDINANCE ANNEXING PROPERTY TO THE CORPORATE LIMITS OF THE CITY OF BISMARCK, NORTH DAKOTA, DECLARING THE TERRITORY ANNEXED; DECLARING THE SAME TO BE A PART OF THE CORPORATE LIMITS OF SAID CITY.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA.

Section 1. Territory Annexed. The territory and land hereinafter described is hereby declared and found to be a part of the corporate limits of the City of Bismarck, North Dakota, as follows:

Lots 1 & 2, Block 1, Legacy Addition.

The above described tract of land contains 17.62 acres, more or less.

Section 2. Provisions Applicable. From and after the final passage and adoption of this Ordinance and upon recording of this ordinance with the Burleigh County Recorder, the territory herein described shall be a part of the corporate limits of the City of Bismarck, North Dakota.

**BISMARCK-BURLEIGH COUNTY PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

BACKGROUND:

Title:

Lots 1 & 2, Block 1, Legacy Addition – Annexation

Status:

Board of City Commissioners

Date:

April 10, 2012

Owner(s):

First United Methodist Church of Bismarck, ND

Engineer:

Houston Engineering, Inc.

Reason for Request:

Annex the property to allow for the future development of a church and campus facilities.

Location:

Along the west side of North Washington Street between Ash Coulee Drive and Medora Avenue.
(Part of the SE ¼ of Section 17, T139N-R80W/Hay Creek Township).

Project Size:

17.62 acres, more or less

Number of Lots:

2 lots in 1 block

EXISTING CONDITIONS:

PROPOSED CONDITIONS:

Land Use: Undeveloped

Land Use: Church campus

Zoning: A-Agriculture

Zoning: RT – Residential

Uses Allowed: Limited agriculture uses

Uses Allowed: Multi-family, offices and churches
with a special use permit

Maximum Density Allowed:

1 unit per 40 acres

Maximum Density Allowed:

30 families per acre

PROPERTY HISTORY:

Zoned:

Platted:

Annexed:

ADDITIONAL INFORMATION:

The proposed plat, zoning change, annexation and special use permit were all approved in 2009; however, the plat was never filed. The annexation and zoning change were never implemented because the plat was not filed. The special use permit was not put to use and expired after 24 months.

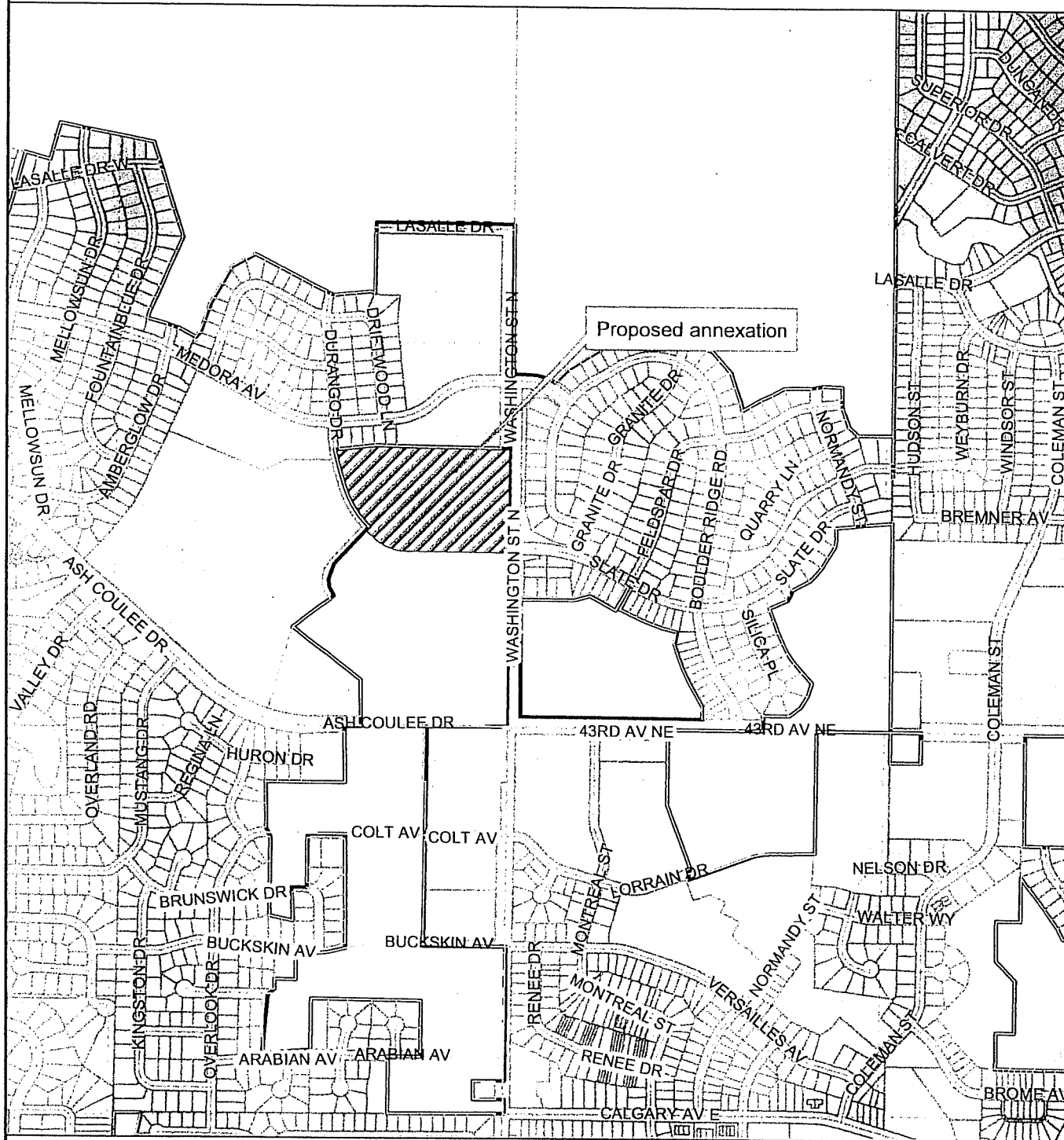
FINDINGS:

1. The City will be able to provide necessary public services to serve the property.
2. The proposed annexation will not adversely affect property in the vicinity.
3. The proposed annexation is consistent with the general intent and purpose of Title 14 of the City Code of Ordinances.
4. The proposed annexation is consistent with the master plan, other adopted plans, policies and planning practice.

RECOMMENDATION:

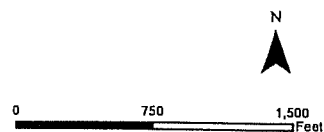
The City Planning & Zoning Commission considered the request on March 28, 2012 and based on the above findings, recommended approval of the annexation of Lots 1 & 2, Block 1, Legacy Addition.

Proposed Annexation Legacy Addition



DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated herein.
Map was Updated/Created: February 29, 2012 (Klee)

Source: City of Bismarck



ORDINANCE NO. 5882

<i>First Reading</i>	_____
<i>Second Reading</i>	_____
<i>Final Passage and Adoption</i>	_____
<i>Publication Date</i>	_____

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 14-03-02 OF THE 1986 CODE OF ORDINANCES, OF THE CITY OF BISMARCK, NORTH DAKOTA, AS AMENDED, RELATING TO THE BOUNDARIES OF ZONING DISTRICTS.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA:

Section 1. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the A-Agriculture zoning district and included in the RT-Residential zoning district:

Legacy Addition

Section 2. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3. Taking Effect. This ordinance shall take effect upon final passage, adoption and publication.

**BISMARCK-BURLEIGH COUNTY PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

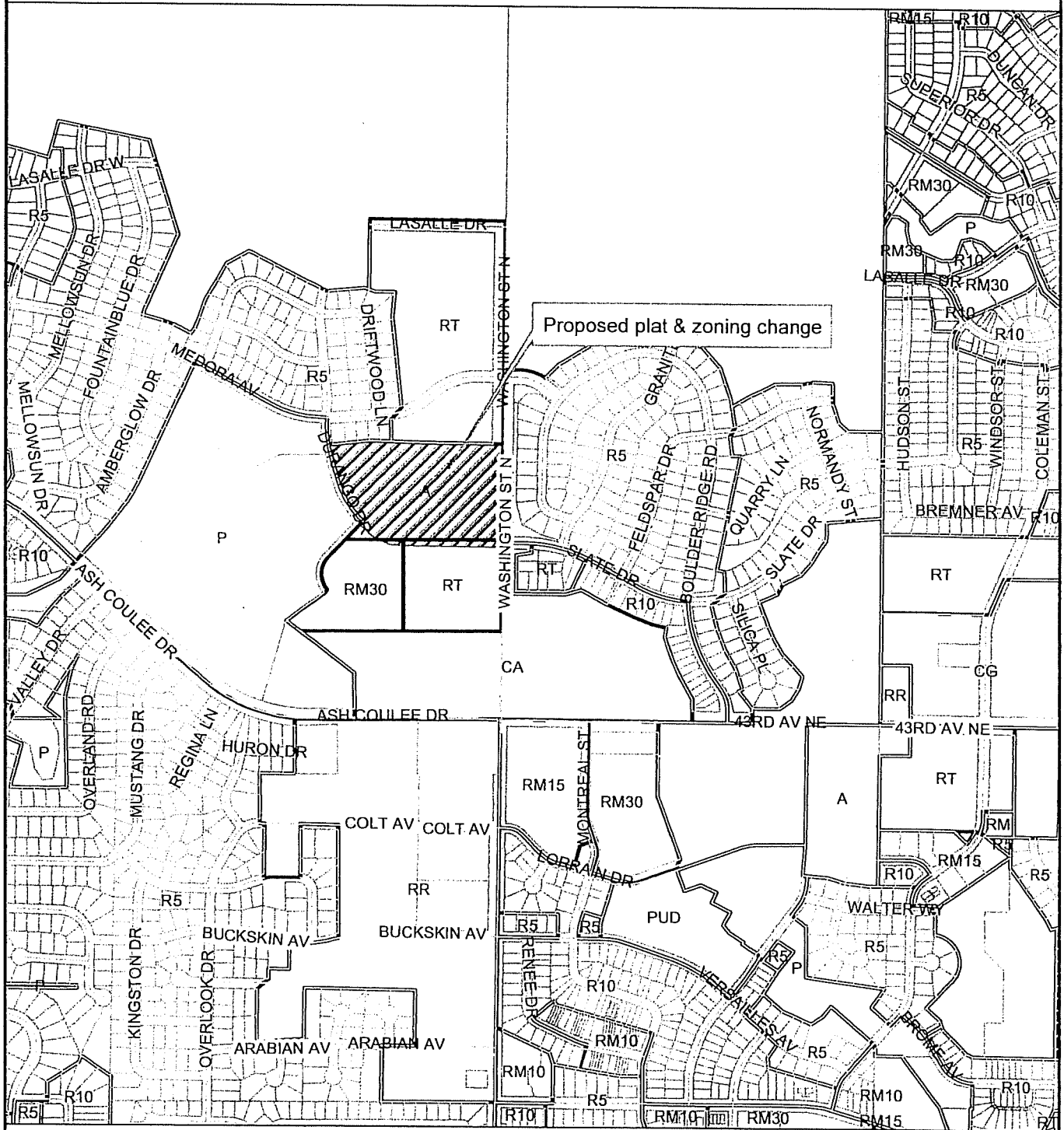
BACKGROUND:		
Title: Legacy Addition – Zoning Change (A-Agriculture to RT-Residential)		
Status: Board of City Commissioners	Date: April 10, 2012	
Owner(s): First United Methodist Church of Bismarck, ND	Engineer: Houston Engineering, Inc.	
Reason for Request: Plat and rezone the property to allow for the future development of a church and campus facilities.		
Location: Along the west side of North Washington Street between Ash Coulee Drive and Medora Avenue. (Part of the SE ¼ of Section 17, T139N-R80W/Hay Creek Township).		
Project Size: 17.62 acres	Number of Lots: 2 lots in 1 Block	
EXISTING CONDITIONS:		PROPOSED CONDITIONS:
Land Use: Undeveloped	Land Use: Church campus	
Zoning: A – Agriculture	Zoning: RT-Residential	
Uses Allowed: Limited agriculture uses	Uses Allowed: Multi-family, offices and churches with a special use permit	
Maximum Density Allowed: 1 unit per 40 acres	Maximum Density Allowed: 30 families per acre	
PROPERTY HISTORY:		
Zoned: ---	Platted: ---	Annexed: ---
ADDITIONAL INFORMATION:		
<ol style="list-style-type: none"> The proposed plat, zoning change, annexation and special use permit were all approved in 2009; however, the plat was never filed. The annexation and zoning change were never implemented because the plat was not filed. The special use permit was not put to use and expired after 24 months. 		
FINDINGS:		
<ol style="list-style-type: none"> The proposed zoning change would be compatible with adjacent land uses. Adjacent land uses include undeveloped R5-Residential and conditional RT-Residential zoned property to the north, undeveloped RT-Residential and RM-Residential zoned land to the south, Horizon Middle School campus directly to the west and existing single-family and partially-developed single-family zoned lots along the east side of North Washington Street. The proposed subdivision generally conforms with the future land use portion of the US Highway 83 Corridor Study, which identifies this area for institutional uses. The zoning change would not place an undue burden on public services or facilities. The proposed zoning change would not adversely affect property in the vicinity. 		
<i>continued...</i>		

5. The proposed zoning change is consistent with the general intent and purpose of the zoning ordinance.
6. The proposed zoning change is consistent with the master plan, other adopted plans, policies and accepted planning practice.

RECOMMENDATION:

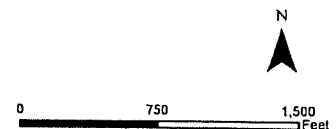
The City Planning & Zoning Commission held a public hearing on March 28, 2012 and based on the above findings, recommended approval of the zoning change for Legacy Addition from A–Agricultural to RT-Residential.

Proposed Plat and Zoning Change (A to RT) Legacy Addition



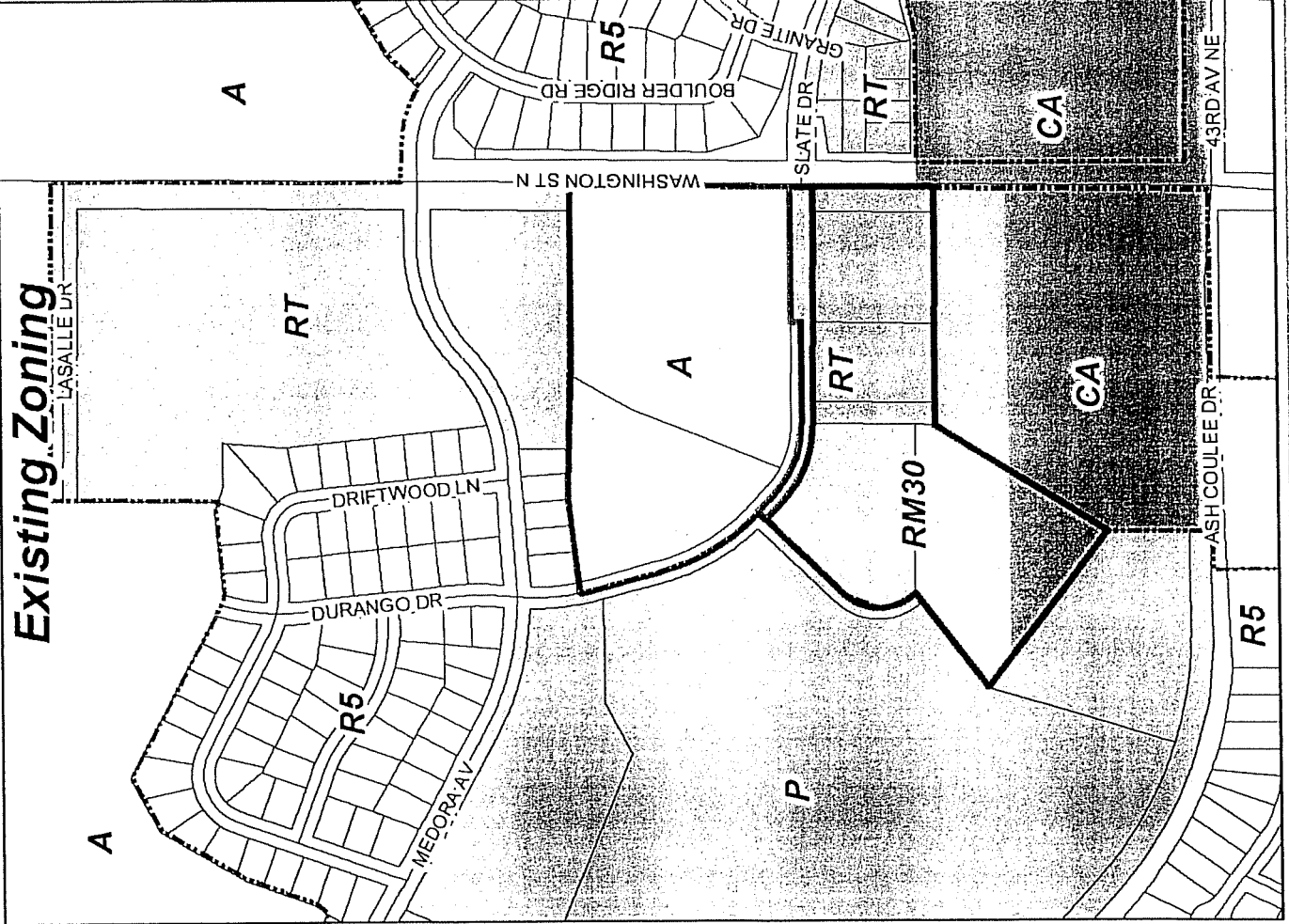
DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Map was Updated/Created: February 29, 2012 (klec)

Source: City of Bismarck

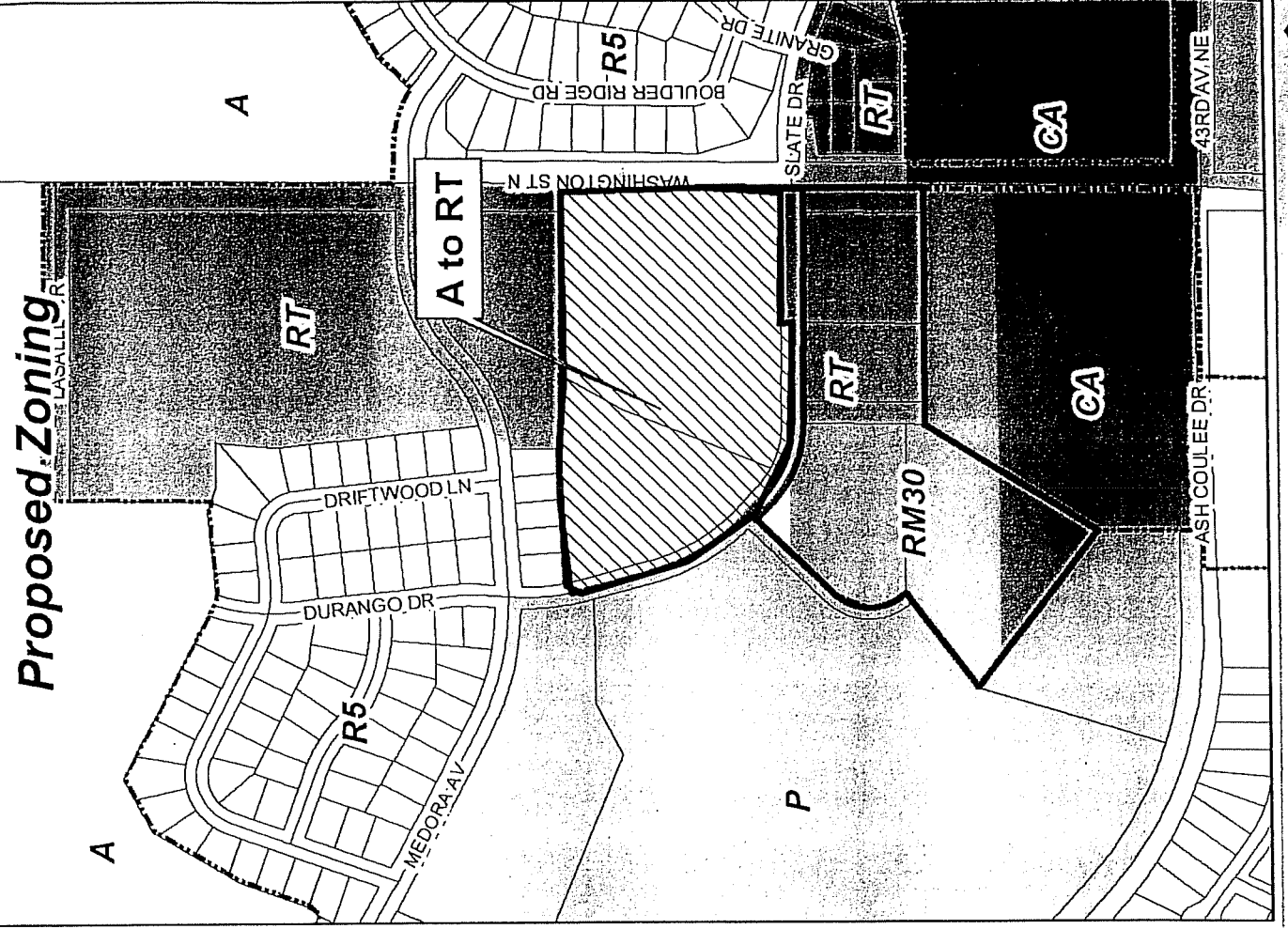


Legacy Addition - Zoning Change

Existing Zoning



Proposed Zoning



ORDINANCE NO. 5883

<i>First Reading</i>	_____
<i>Second Reading</i>	_____
<i>Final Passage and Adoption</i>	_____
<i>Publication Date</i>	_____

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 14-03-02 OF THE 1986 CODE OF ORDINANCES, OF THE CITY OF BISMARCK, NORTH DAKOTA, AS AMENDED, RELATING TO THE BOUNDARIES OF ZONING DISTRICTS.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA:

Section 1. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the RM15-Residential zoning district and included in the RT-Residential zoning district:

Lot A of Lot 1, Block 1, Edgewood Village First Addition.

Section 2. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the RM15-Residential zoning district and included in the P-Public zoning district:

Lot B of Lot 1, Block 1, Edgewood Village First Addition.

Section 3. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Taking Effect. This ordinance shall take effect upon final passage, adoption and publication.

BISMARCK-BURLEIGH COUNTY COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

BACKGROUND:		
Title: Lots A & B of Lot 1, Block 1, Edgewood Village First Addition – Zoning Change (RM15 to RT & P)		
Status: Board of City Commissioners	Date: April 10, 2012	
Owner(s): Pride, Inc. (Lot A) City of Bismarck (Lot B)	Engineer: N/A	
Reason for Request: To rezone the property to allow for the adaptive reuse of an existing structure for a combination of offices, residential development and care facilities for individuals (Lot A) and to rezone property owned by the City of Bismarck to reflect the current use of the property as a storm water detention facility (Lot B).		
Location: In northeast Bismarck, along the east side of North 19 th Street between Koch Drive and 43 rd Avenue NE.		
Project Size: 199,177 sf (Lot A) 19,317 sf (Lot B)	Number of Lots: 2 parcels in 1 block	
EXISTING CONDITIONS:		PROPOSED CONDITIONS:
Land Use: Partially-constructed building (Lot A) Storm water detention facility (Lot B)		Land Use: Office and residential use. (Lot A) Storm water detention facility (Lot B)
Zoning: RM15 – Residential		Zoning: RT - Residential P – Public
Uses Allowed: RM15 – Multi-family dwellings, churches allowed as a special use		Uses Allowed: RT-Multi-family residential and offices P – Public uses
Maximum Density Allowed: RM15 – 15 units per acre		Maximum Density Allowed: RT – 30 units per acre P – N/A
PROPERTY HISTORY:		
Zoned: September 2006	Platted: September 2006	Annexed: September 2006
ADDITIONAL INFORMATION:		
<ol style="list-style-type: none"> 1. A partially-constructed building occupies a portion of Lot A. A special use permit was granted to the Open Door Baptist Church in 2007 for the operation of a church facility on this site. The church has since abandoned the project and is in the process of selling the property to Pride, Inc. 2. Lot A has sufficient undeveloped area that would support additional buildings and facilities. 3. Lot B is occupied by a regional storm water detention facility. 		
<i>continued...</i>		

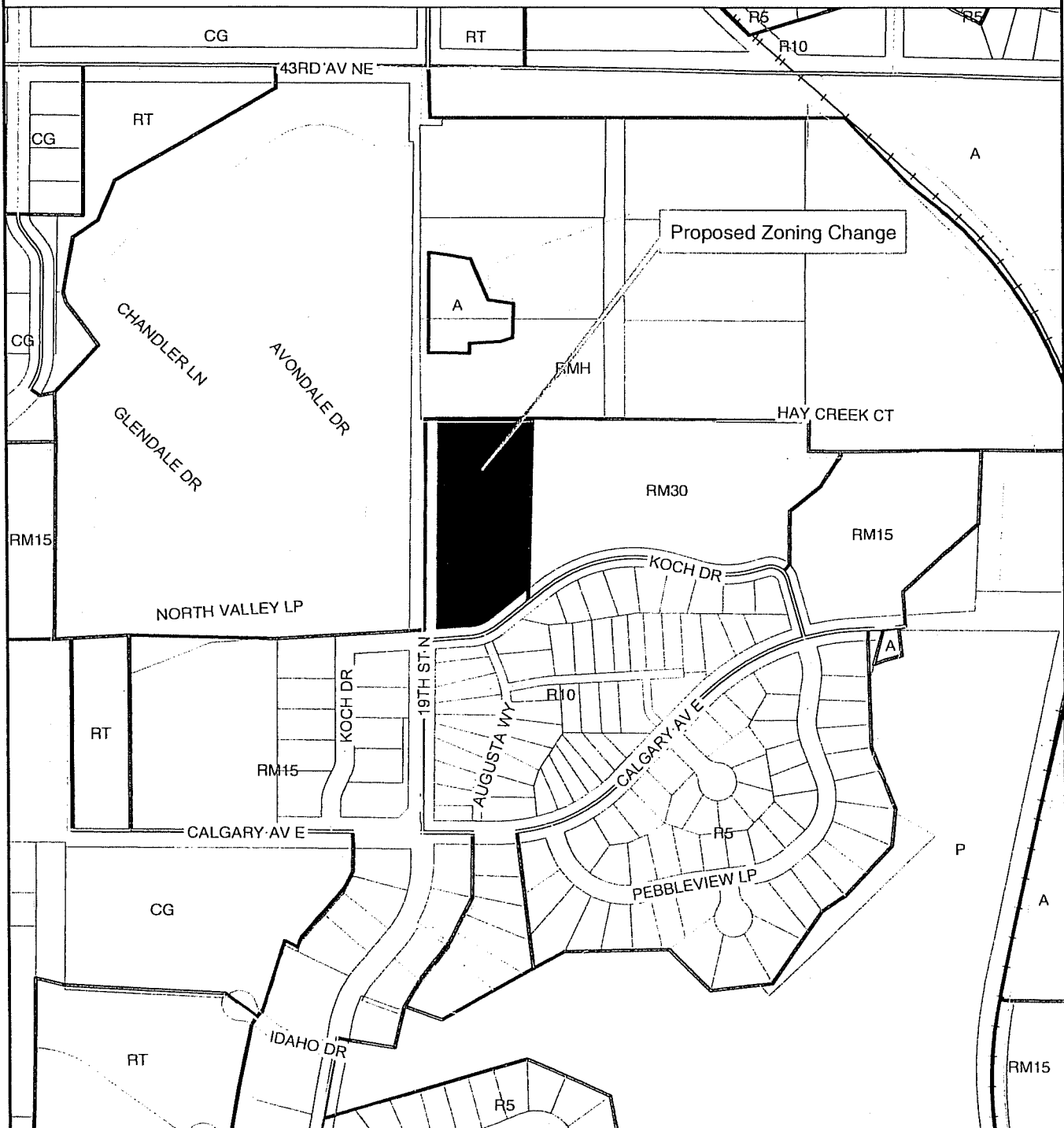
FINDINGS:

1. The proposed zoning change is outside the area identified in the City's Land Use Plan.
2. The proposed zoning change would be compatible with adjacent land uses. Adjacent land uses include single-family residential to the north and west, multi-family residential to the east and single and two-family residential to the south.
3. The property is already annexed; therefore the proposed zoning change would not place an undue burden on public services.
4. The proposed zoning change would not adversely affect property in the vicinity if the property is developed as offices and multi-family dwellings owned and operated by Pride, Inc. Any future development on Lot A would require the installation of a landscape buffer yard along the north property line; the plant material requirements for the buffer yard would be based on the Landscaping and Screening Ordinance in place during development.
5. The proposed zoning change is consistent with the general intent and purpose of the zoning ordinance.
6. The proposed zoning change is consistent with the master plan, other adopted plans, policies and accepted planning practice.

RECOMMENDATION:

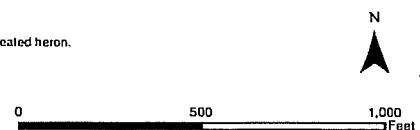
The City Planning & Zoning Commission held a public hearing on March 28, 2012 and based on the above findings, recommended approval of the zoning change from RM15-Residential to RT-Residential on Lot A of Lot 1, Block 1 and to P-Public on Lot B of Lot 1, Block 1, Edgewood Village First Addition.

Proposed Zoning Change (RM15 to RT & P) Lots A & B of Lot 1, Block 1, Edgewood Village First Addition

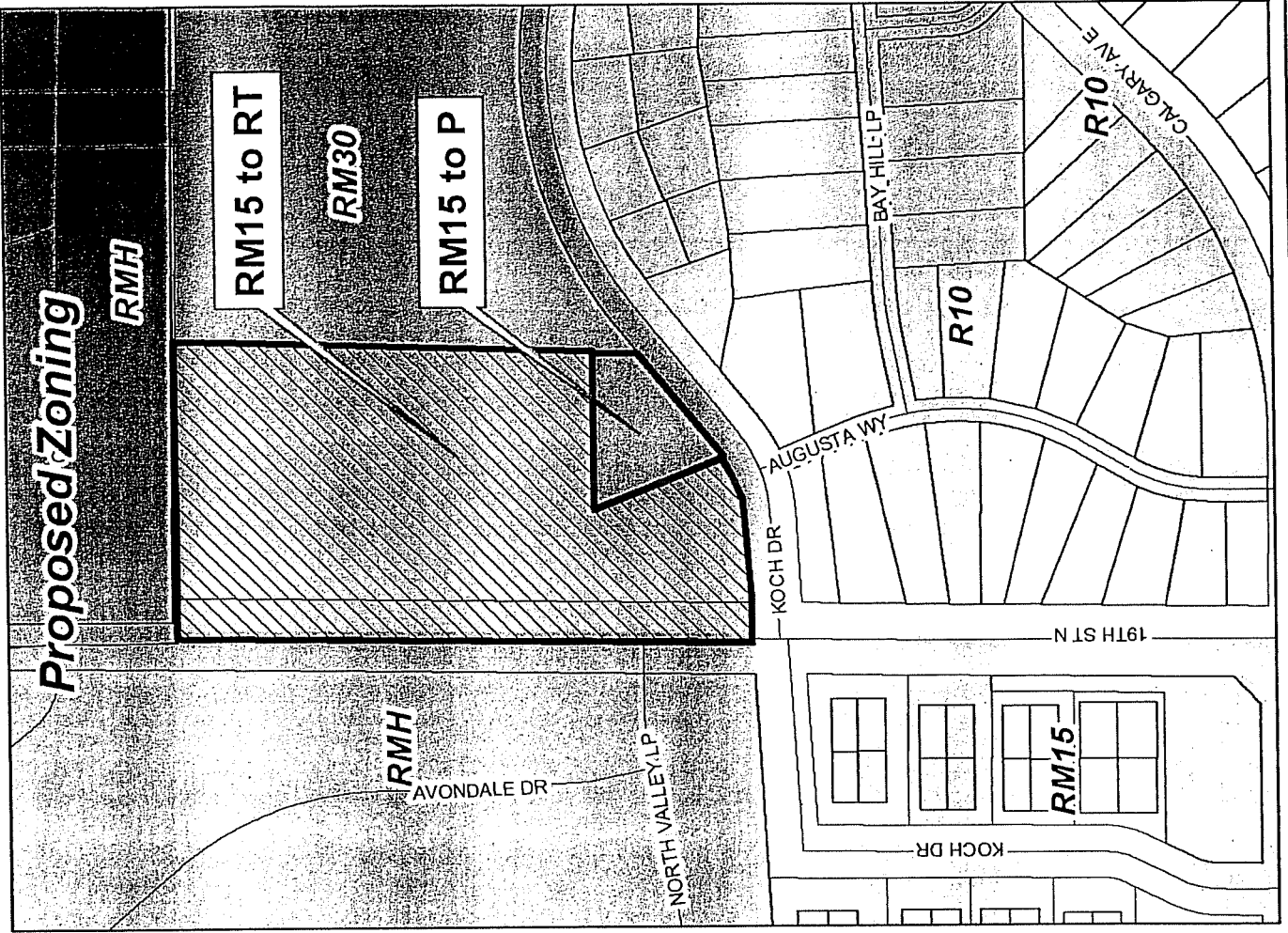
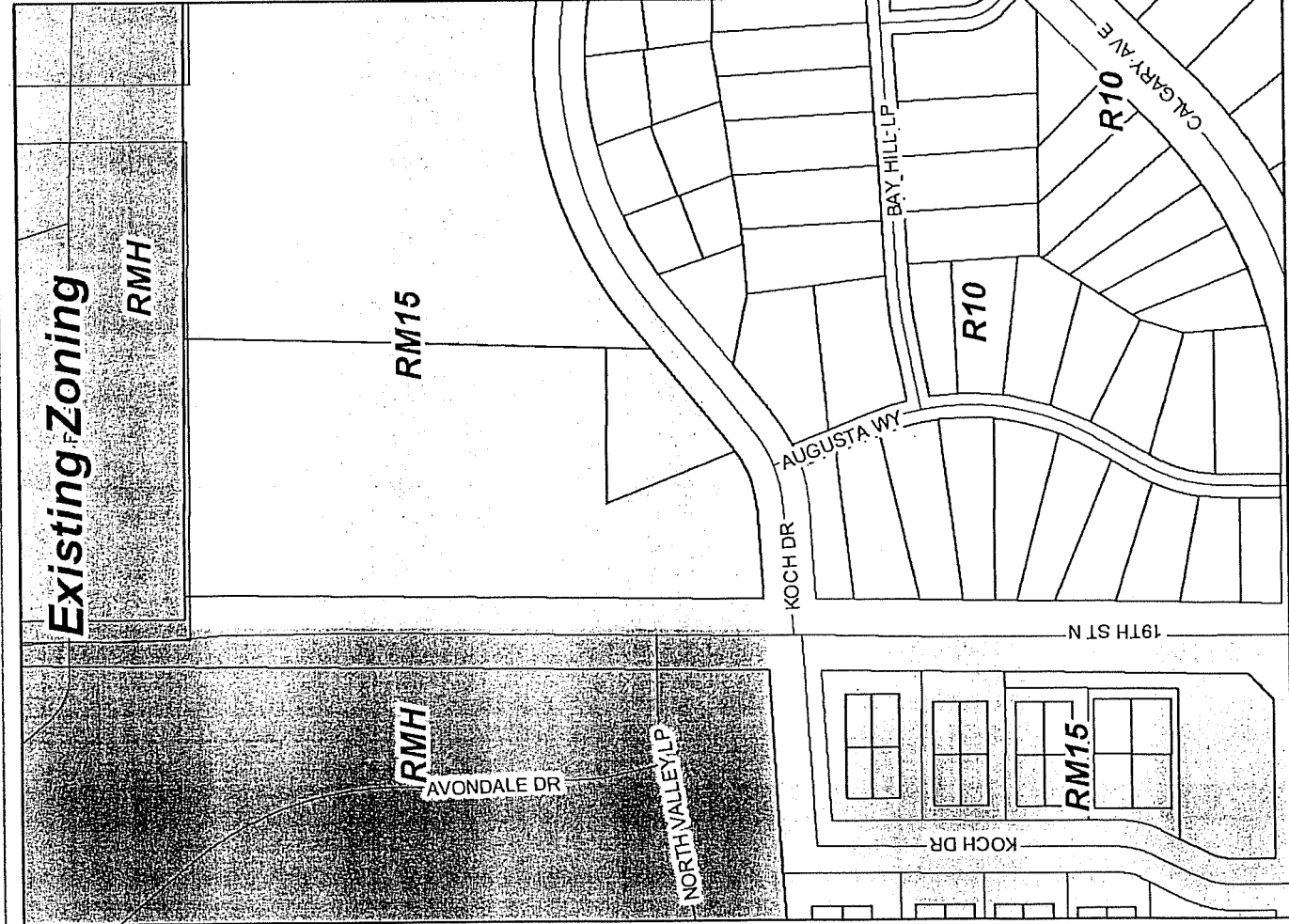


DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated herein.
Map was Updated/Created: January 24, 2012 (kdg)

Source: City of Bismarck



Lot A and Lot B of Lot 1, Block 1, Edgewood Village First Addition - Zoning Change



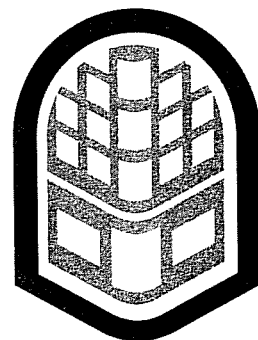
Regular Agenda

Item

#3

Downtown Business Association of Bismarck
204 N 4th Street
Bismarck ND 58501
701-223-1958

Bismarck Board of City Commissioners
c/o Mr. Keith Hunke
221 N 5th St
Bismarck ND 58501



DOWNTOWNERS
BISMARCK

Mr. Hunke,

Please include the Downtowners on the agenda for the Bismarck City Commission meeting for April 10 regarding parking structures along the Rosser Ave corridor as identified in the Bismarck Strategic Plan. Our organization would like to update the Commission on our property owner and business owner meetings regarding north Downtown parking. We met with Commissioner Grossman on April 3 to inform him of our parking meetings and intent to be on the agenda.

The report will be short and is intended just to inform the commission and continue the conversation with the Bismarck Parking Authority and pertinent city staff. Kate Herzog, my Marketing and Assistant Director will be giving the report and she or I will be willing to answer any questions to the best of our knowledge.

Thank you for your consideration,

Dawn Kopp
Executive Director
Downtowners

Item

#4

#4

CITY OF BISMARCK

Ordinance No. 5873

First Reading
Second Reading
Final Passage and Adoption
Publication Date

AN ORDINANCE TO AMEND AND RE-ENACT SECTIONS 12-12-04 and 12-12-09 AND TO CREATE AND ENACT SECTIONS 12-12-10, 12-12-11, 12-12-12 AND 12-12-13 OF THE CITY OF BISMARCK CODE OF ORDINANCES (1986 Rev.) BY AMENDING AND CREATING SECTIONS RELATING TO BICYCLES.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA:

Section 1. Amendment. Section 12-12-04 relating to Riding on Roadways and Bicycle Paths is hereby amended and re-enacted as follows:

12-12-04. Riding on Roadways and Bicycle Paths Lanes.

1. Every person operating a bicycle upon a roadway shall ride as near to the right side of the roadway as practicable, except when turning left, exercising due care when passing a standing vehicle or one proceeding in the same direction.

2. Persons riding bicycles upon a roadway may not ride ~~more than~~ two abreast ~~except~~ on paths lanes or parts of roadways set aside for the exclusive use of bicycles except while passing another cyclist.

3. ~~Whenever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall use the path and may not use the roadway.~~

Reference: NDCC 39-10.1-05 (1980)

Section 2. Amendment. Section 12-12-09 relating to Penalties is hereby amended and re-enacted as follows:

12-12-09. Penalties Motor Vehicle Driving in Bike Lane Prohibited. Repealed. A person may not drive a motor vehicle in a bicycle lane established on a roadway except to park where parking is permitted, to enter or leave the roadway, or to prepare for a turn within a distance of 100 feet from an intersection except to avoid an obstacle, debris, potholes, or other unsafe conditions on the roadway.

(Ord. 4954, 11-10-98)

Section 3. Amendment. Section 12-12-10 relating to Motor Vehicle Turns in Bicycle Lane is hereby created and enacted as follows:

12-12-10. Motor Vehicle Turns in Bicycle Lane. Whenever it is necessary for a driver of a motor vehicle to cross a bicycle lane that is adjacent to his/her lane of travel to make a turn, the driver shall drive the motor vehicle into the bicycle lane prior to making the turn and shall make the turn as close as practicable to the right-hand curb or edge of the roadway.

Section 4. Amendment. Section 12-12-11 relating to Use of Bicycle Lanes is hereby created and enacted as follows:

12-12-11. Use of Bicycle Lanes. Any portion of a roadway designated for use by bicycles which is distinguished from that portion of the roadway to be used by motor vehicles by a paint strip, pavement markings, or official signs must be used by bicycle operators when traveling on the roadway except as necessary to leave such portion of the roadway to take the same lane to make a left turn or navigate around obstacles located in the area designated for use by bicycles.

Section 5. Amendment. Section 12-12-12 relating to Bicycle Traffic Flow is hereby created and enacted as follows:

12-12-12. Bicycle Direction of Travel. No person shall operate a bicycle on a roadway against the flow of traffic, ~~except where permitted by signs or pavement markings.~~

Section 6. Amendment. Section 12-12-13 relating to Bicycle Traffic Flow is hereby created and enacted as follows:

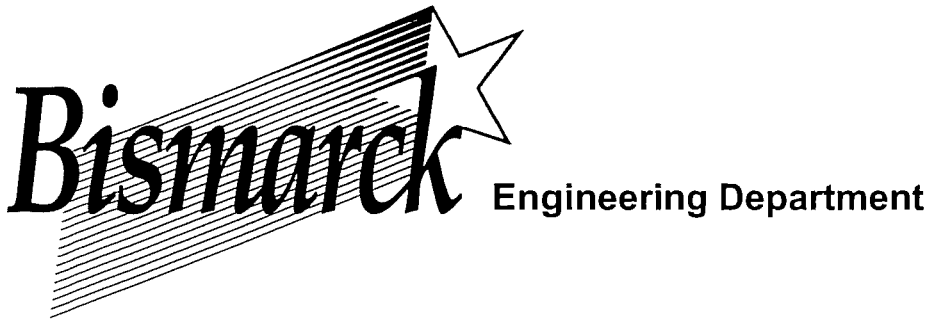
12-12-13. Bicycle Traffic Flow. The operator of a bicycle traveling on a roadway at a rate of speed which delays a motor vehicle or motor vehicles following in the same lane shall be required, when it is unlawful or unsafe for the following motor vehicle to pass, to move as far to the right of the traveled roadway, or to the left where the bicycle is in the left lane of a one-way roadway, as is safe under the conditions then existing; provided, however, that when the bicyclist is within fifty feet (50') of an intersection, ~~he~~ operator shall not be required to move to the right or left until ~~he~~ operator has moved through the intersection.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 8. Effective Date. This ordinance shall take effect upon final passage.

Item

#5



April 4, 2012

MEMORANDUM

To: Keith Hunke
Assistant City Administrator

From: Mel J. Bullinger, P.E.
City Engineer

A handwritten signature in black ink, appearing to be "Mel J. Bullinger", written over the printed name of the City Engineer.

Re: AGENDA ITEM
Request for Public Hearing and Award for SID 12-445

Please schedule the following project for consideration by the Board of City Commissioners at their meeting to be held on Tuesday, April 10, 2012, at 5:15 p.m. in the Tom Baker Room.

Roughly 31 blocks of hard surfacing street reconstruction including asphaltic pavement, curb and gutter, and sidewalk, and 21 blocks of 8-inch and 12-inch water main replacement.

Unit No. 1

5th Street - 365' south of Central Avenue to Turnpike Avenue
6th Street - Divide Avenue to North Avenue
7th Street - Divide Avenue to Turnpike Avenue
8th Street - Divide Avenue to Capitol Avenue
9th Street - Divide Avenue to Central Avenue
Central Avenue - 5th Street to 9th Street
Capitol Avenue - 4th Street to 7th Street
North Avenue - 6th Street to 7th Street

Public Hearing and Award:

April 10, 2012

Two bids were received on March 27, 2012 and read into public record at the Board's meeting on the date. Action taken by the Board was to refer the bids to the Engineering Department for review and checking.

The low bid was submitted by Northern Improvement Co. in the amount of \$3,509,324.28. The bid amount is approximately 12.75 % over the engineers estimate, or \$396,690.84. Based upon a

Melvin J. Bullinger, P.E., City Engineer

Phone: 701-355-1505 ★ TDD: 711 ★ FAX: 701-222-6593 ★ 221 N. Fifth Street ★ P.O. Box 5503 ★ Bismarck, ND 58506-5503

detailed review of the low bid as submitted, it appears that the amount of sales tax funding necessary for this project to proceed as bid (\$2,023,023) exceeds the amount authorized (\$1.5 million) by the Board for hard surfacing street reconstruction in 2012. There are unallocated sales tax funds of \$194,916 available for the project so the sales tax funding shortfall is \$328,107.

In discussions with the Finance Department, three possible options were identified to address the funding issue:

1. Scale back the project and complete fewer blocks of hard surfacing street reconstruction. The current project entails approximately 31 blocks; it is estimated that approximately 6 blocks of the project would need to be deleted in order for the project to be within the current available sales tax funding.
2. Reallocate additional sales tax monies from other 2012 projects with sales tax funding, such as the anticipated Mustang Drive or Continental Avenue groundwater street projects and delay these projects until a future year.
3. Seek the Board's authorization of additional sales tax funding to the SID 12-445 project, allowing the project to proceed as bid.

Neither Option 1 or Option 2 is aligned with the Board's goals and objectives as contained within the newly adopted city of Bismarck Strategic Plan (Community Services: Infrastructure). Delaying six blocks of hard surfacing street reconstruction or postponing an entire project such as the proposed Continental Avenue groundwater project could possibly require additional maintenance expenditures by the Public Works Street Department until such time as the funding was secured and the project was under contract.

Option 3 would require the Board to authorize an additional \$328,107 of sales tax funding to SID-445. This option has been discussed with the Budget Committee and received its consensus endorsement. My recommendation is that the Board authorizes the additional sales tax funding amount, allowing the project to proceed as initially planned. The attached project budget is based upon that premise.

MJB/ps

cc: Jeff Heintz, Service Operations Director
Kathy Feist, Special Assessment Analyst
Marlene Lattimore, Fiscal Services

Item

#6

**BISMARCK-BURLEIGH COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

BACKGROUND:		
Title: Meadowlark Commercial 6 th Addition – Final Plat		
Status: Board of City Commissioners	Date: April 10, 2012	
Owner(s): MDS Properties, LLC	Engineer: Bartlett & West	
Reason for Request: Re-plat for multi-family residential development.		
Location: North of 43 rd Avenue NE along the west side of North 19 th Street (a replat of Lots 1-6, Block 2, Lots 1-6, Block 4 and Lots 1-4, Block 5, Meadowlark Commercial 3 rd Addition in the W½ of Section 15, T139N-R80W/Hay Creek Township).		
Project Size: 45.64 acres	Number of Lots: 5 lots in 1 block	
EXISTING CONDITIONS:		PROPOSED CONDITIONS:
Land Use: Undeveloped		Land Use: Multi-family residential and other unspecified commercial uses
Zoning: CG – Commercial		Zoning: CG – Commercial
Uses Allowed: General commercial uses, including multi-family residential		Uses Allowed: General commercial uses, including multi-family residential
Maximum Density Allowed: 30 units/acre		Maximum Density Allowed: 30 units/acre
PROPERTY HISTORY:		
Zoned: 06/05	Platted: 06/05	Annexed: 05/05 (part)
ADDITIONAL INFORMATION:		
<ol style="list-style-type: none"> 1. A portion of North 15th Street north of Skyline Drive and adjacent to a portion of the proposed subdivision was vacated in 2010. 2. With this replat, the maximum block length will be exceeded between Skyline Boulevard and 51st Avenue NE. The applicant is requesting a waiver from the maximum block length and has submitted written justification for this request. Section 14-09-05(3)(a) of the Subdivision Regulations (Design Standards) states, “Block length should usually not exceed one thousand three hundred twenty (1,320) feet nor be less than three hundred (300) feet, measured from street center line to street center line.” As there is not a public roadway along the west side of the proposed subdivision for a roadway to connect to and the proposed development includes private drives that provide access, it seems reasonable to allow the block length to be exceeded in this situation. 		
FINDINGS:		
<ol style="list-style-type: none"> 1. All technical requirements for approval of a final plat have been met. 2. The proposed subdivision is consistent with the Fringe Area Road Master Plan for this area, which identifies North 19th Street as the north-south collector and 51st Avenue between US Highway 83 and North 19th Street as the east-west collector for this section. 		

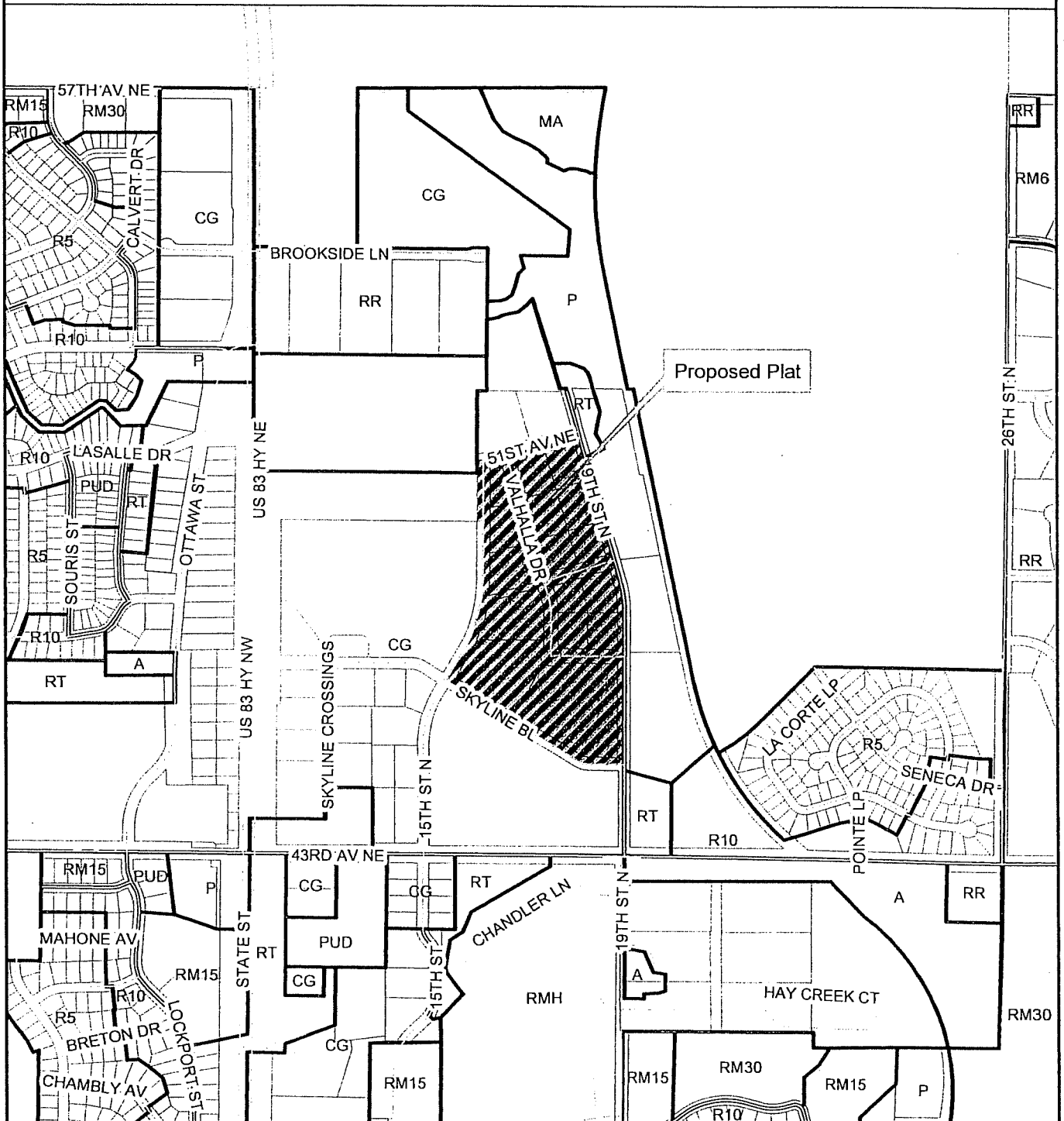
(continued)

3. The storm water management plan has been approved by the City Engineer.
4. The proposed subdivision would be compatible with adjacent land uses. Adjacent land uses include retail commercial uses to the west, undeveloped CG-zoned property to the north and south and P-Public zoned property to the east.
5. The proposed subdivision is partially annexed and would be completely annexed prior to development; therefore, it will not place an undue burden on public services and facilities.
6. The proposed subdivision would not adversely affect property in the vicinity.
7. The proposed subdivision is consistent with the general intent and purpose of the zoning ordinance and subdivision regulations.
8. The proposed subdivision is consistent the master plan, other adopted plans, policies and accepted planning practice.

RECOMMENDATION:

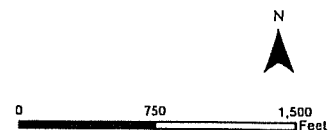
The City Planning & Zoning Commission held a public hearing on March 28, 2012 and based on the above findings, recommended approval of the final plat of Meadowlark Commercial 6th Addition and granting a waiver to exceed the maximum block length.

Proposed Plat Meadowlark Commercial 6th Addition



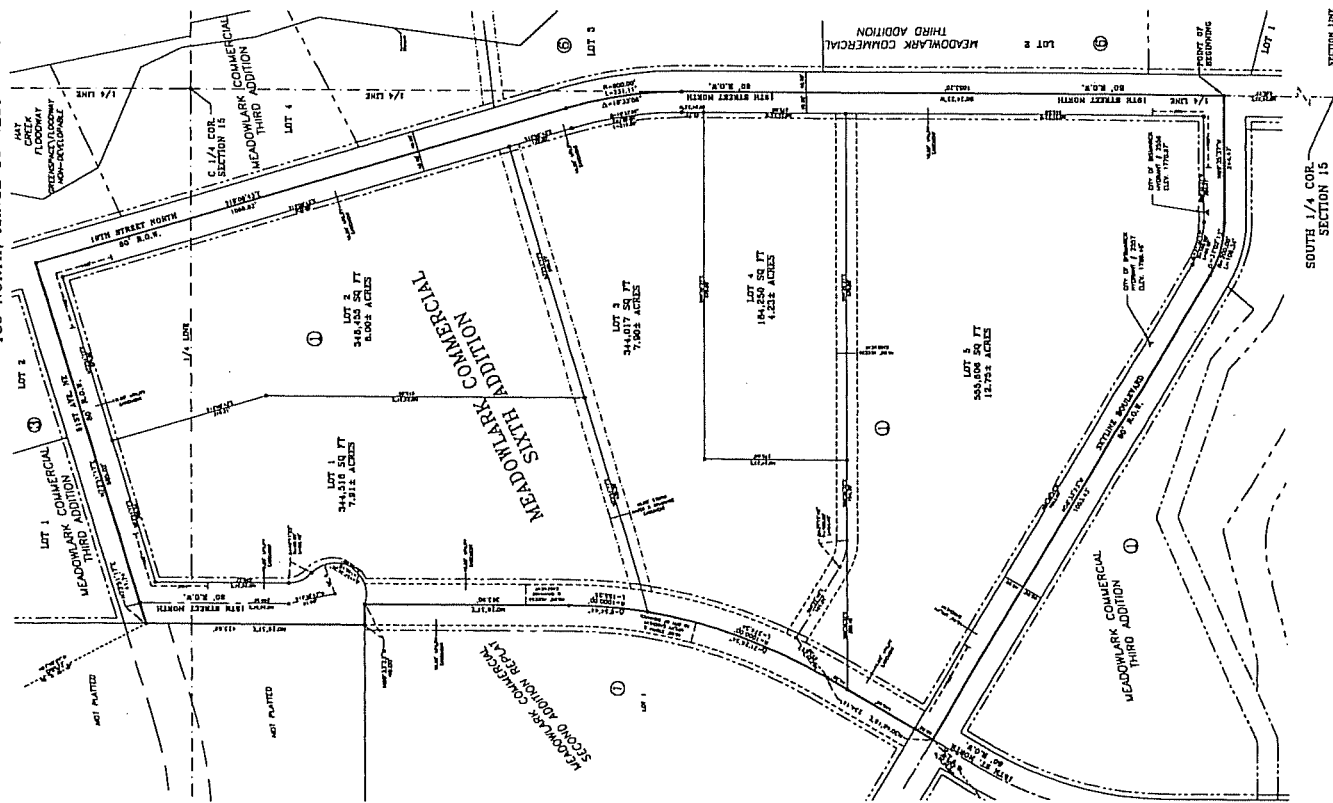
DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Map was Updated/Created: December 29, 2011 (Klee)

Source: City of Blomark

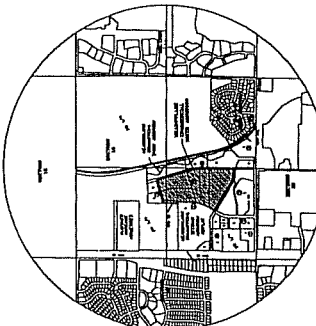


MEADOWLARK COMMERCIAL SIXTH ADDITION

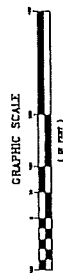
A REPLAT OF LOTS 1 THROUGH 6, BLOCK 2; LOTS 1 THROUGH 4, BLOCK 5, ALL IN MEADOWLARK COMMERCIAL THIRD ADDITION TO THE CITY OF BISMARCK, LYING IN THE WEST HALF (W 1/2) OF SECTION 15, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE 5TH P.M., BURLINGHAM COUNTY, NORTH DAKOTA, TO BE HEREAFTER KNOWN AS:
LOTS 1 THROUGH 5, BLOCK 1 OF MEADOWLARK COMMERCIAL SIXTH ADDITION TO THE CITY OF BISMARCK, LYING IN THE WEST HALF (W 1/2) OF SECTION 15, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE 5TH P.M., BURLINGHAM COUNTY, NORTH DAKOTA.



LOCATION MAP
N.T.S.



SECTION 15
T 139 N. R 80 W



- LEGEND
- 3/4" = 1" REBAR W/ L.C. CAP STAMPED
 - FOULING RITE
 - COMPUTED ELEVATION & EASMENT
 - POINTS
 - ADJ. ACCESS LINE

Perimeter Meas & Bounds Description

A Replat of Lot 1 through 6, Block 2, and Lot 1 through 4, Block 5, all in MEADOWLARK COMMERCIAL THIRD ADDITION to the City of Bismarck, North Dakota, is being replatted as follows: Lot 1, 24,317 sq. ft., 0.555 acres, bounded on the north by 14th Street North, on the east by 15th Street North, on the south by 16th Street North, and on the west by 17th Street North. Lot 2, 24,317 sq. ft., 0.555 acres, bounded on the north by 14th Street North, on the east by 15th Street North, on the south by 16th Street North, and on the west by 17th Street North. Lot 3, 24,317 sq. ft., 0.555 acres, bounded on the north by 14th Street North, on the east by 15th Street North, on the south by 16th Street North, and on the west by 17th Street North. Lot 4, 24,317 sq. ft., 0.555 acres, bounded on the north by 14th Street North, on the east by 15th Street North, on the south by 16th Street North, and on the west by 17th Street North. Lot 5, 24,317 sq. ft., 0.555 acres, bounded on the north by 14th Street North, on the east by 15th Street North, on the south by 16th Street North, and on the west by 17th Street North. Lot 6, 24,317 sq. ft., 0.555 acres, bounded on the north by 14th Street North, on the east by 15th Street North, on the south by 16th Street North, and on the west by 17th Street North.

OWNER'S DEDICATION

I, the undersigned, hereby certify that I am the owner of the land shown on the plat, and that I am dedicating the same to the City of Bismarck, North Dakota, for the use and benefit of the public. The dedication is made in accordance with the provisions of the North Dakota Constitution and the laws of the State of North Dakota.

STATE OF NORTH DAKOTA }
COUNTY OF BURLINGHAM }
City of Bismarck }
Don S. Sorenson, Mayor }
The undersigned, hereby certify that I am the owner of the land shown on the plat, and that I am dedicating the same to the City of Bismarck, North Dakota, for the use and benefit of the public. The dedication is made in accordance with the provisions of the North Dakota Constitution and the laws of the State of North Dakota.

APPROVAL OF CITY PLANNING COMMISSION

The Commission on the part of the City of Bismarck, North Dakota, has approved the replat of the land shown on the plat, and has recommended that the same be approved by the City Council.

APPROVAL OF BOARD OF CITY COMMISSIONERS

The Board of City Commissioners of the City of Bismarck, North Dakota, has approved the replat of the land shown on the plat, and has recommended that the same be approved by the City Council.

APPROVAL OF CITY ENGINEER

I, the undersigned, hereby certify that I am the City Engineer of the City of Bismarck, North Dakota, and that I have approved the replat of the land shown on the plat.

SURVEYOR'S CERTIFICATE

I, the undersigned, hereby certify that I am a Professional Land Surveyor in the State of North Dakota, and that I have surveyed the land shown on the plat. The survey was made in accordance with the provisions of the North Dakota Constitution and the laws of the State of North Dakota.

STATE OF NORTH DAKOTA

COUNTY OF BURLINGHAM }
City of Bismarck }
The undersigned, hereby certify that I am the owner of the land shown on the plat, and that I am dedicating the same to the City of Bismarck, North Dakota, for the use and benefit of the public. The dedication is made in accordance with the provisions of the North Dakota Constitution and the laws of the State of North Dakota.

BURLINGHAM COUNTY RECORDER

RECEIVED
BURLINGHAM COUNTY RECORDER
COUNTY OF BURLINGHAM
NORTH DAKOTA
RECORDED
FEB 23 2012


Item

#7

April 4, 2012

MEMORANDUM

To: Keith Hunke
Assistant City Administrator

From: Keith Demke, P.E. 
Director of Utility Operations

Re: AGENDA ITEM - Approval of Engineering Services Agreement
Wachter Avenue Lift Station Evaluation, Master Plan and Force Main Design

Please schedule this item for consideration by the Board of City Commissioners at their meeting on Tuesday, April 10, 2012.

We recently used the City's consultant selection process to solicit engineering services for the above referenced project. The Apex Engineering Group was the selection committee's recommendation for this work. We have subsequently met with the Apex team and have agreed upon a scope of work and budget for this project. A copy of the proposed engineering services agreement is enclosed for your review.

This project includes the development of three work products. The first is a condition assessment of the station and an evaluation of the station's capabilities to meet current and future needs, including recommendations for operation and maintenance needs. The second work product is a master plan for future improvements to the lift station to allow it to meet the future demands of its service area. This will include a complete review of alternates including rehabilitation, equipment replacement or new construction. The plan will include sizing and layout information for the proposed lift station improvements along with cost estimates, construction phasing and operational recommendations. This master plan will be used as the basis for future design and construction projects to implement the recommended improvements.

In addition the consultant will design and provide construction support services for a second force main from this lift station to Washington Street. This will provide complete redundancy of the force mains from our master lift stations and will eliminate the problem we experienced earlier this year when we had to shut the single force main from this station down for repairs. This will allow us to assess the condition of the existing force main and correct deficiencies when we can safely take it out of service in the future.

We request that the Commission authorize us to enter into an agreement with the Apex Engineering Group to complete this work. The maximum contract amount for this project is

\$370,536 and will be billed on an hourly basis for the actual work done. This project will be funded from the Sanitary Sewer Utility.

I will be available at the meeting to answer any questions the Commission might have.

Cc: Bill Wocken

Charlie Whitman

Mel Bullinger, P.E.



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 10 , 2012 ("Effective Date") between

The City of Bismarck, ND ("Owner") and

Apex Engineering Group, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Evaluation of the Wachter Ave. Master Lift Station and Forcemain – Study, Design and Construction Services ("Project").

Engineer's services under this Agreement are generally identified as follows:

Professional Engineering Services to complete a project to study the existing condition of the Wachter Avenue Master Lift Station and Forcemain, and an evaluation and recommendations for improvements to the station for future anticipated wastewater flows. Additionally, the Engineer will provide Design and Construction Observation and Administrative Services for a new 24 inch wastewater forcemain from the Wachter Lift station to a connection point at the existing forcemain network at Washington St.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and

contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. **Not Used**
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.

- D. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.05 *Suspension and Termination*

A. *Suspension:*

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Limitation of Engineer's Liability*

act or omission of Owner or Owner's officers, directors, members, partners, agents or employees.

- D. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services plus Attachment 1 to Exhibit A
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work. (Not Included)
- F. Exhibit F, Construction Cost Limit. (Not Included)
- G. Exhibit G, Insurance. (Not Included)
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. (Not Included)
- J. Exhibit J, Special Provisions. (Not Included)
- K. Exhibit K, Amendment to Owner-Engineer Agreement. (Not Included)

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

City of Bismarck

By: John Warford

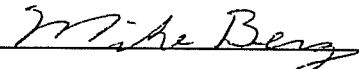
Title: Mayor

Date

Signed: _____

Engineer:

Apex Engineering Group

By: Mike Berg 

Title: Vice President/Principal

Date

Signed: April 4, 2012

Address for giving notices:

City of Bismarck

221 North 5th St., P.O. Box 5503

Bismarck, ND 58506-5503

Address for giving notices:

Apex Engineering Group, Inc.

600 South 2nd Street

Bismarck, ND 58504

Designated Representative (Paragraph 8.03.A):

Keith Demke, PE

Title: Director of Utility Operations

Phone Number: 701-355-1704

Facsimile Number: _____

E-Mail Address: kdemke@nd.gov

Designated Representative (Paragraph 8.03.A):

Mike Berg, PE

Title: Project Manager

Phone Number: 701-323-3952

Facsimile Number: _____

E-Mail Address: mike.berg@apexenggroup.com

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 10, 2012.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase.

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
6. Furnish review copies of the Report and any other deliverables to Owner within 7 calendar days of the Effective Date and review it with Owner. Within 14 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

A1.03 *Final Design Phase – 60%, 90% and 100% Design Documents*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 7 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
 6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 4 final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 7 calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
- ~~C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts

which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
4. *Pre-Construction Conference*: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an

Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor

for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

17. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
18. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
19. Assistance in connection with the adjusting of Project equipment and systems.
20. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
21. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
22. Overtime work requiring higher than regular rates.
23. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.



Attachment 1 to Exhibit A – Engineer’s Services

Wachter Avenue Sanitary Sewer Master Lift Station and Forcemain Bismarck, ND

City of Bismarck
April 10, 2011

Engineer’s Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties. Engineer shall provide Services as set forth below.

This Scope of Services pertains to the following work items:

PHASE 1 - ASSET INVENTORY AND ASSESSMENT

Physical evaluations of Architectural, Structural, Electrical, Mechanical and HVAC systems will be conducted in Phase 1 to determine remaining useful life of the station. Following is a further breakdown of subtasks associated with this report.

1.1 Project Management – The Project Manager will insure that the project proceeds in a timely and efficient manner, and that the Owner is provided proper communication of the project status. The subtasks for this section include the following:

- 1.1.1 Project Administration
- 1.1.2 Quality Control/Quality Assurance
- 1.1.3 Progress Meetings

1.2 Physical Evaluation and Assessment – The assessments performed on the station will focus primarily on the existing condition, ultimate life expectancy and occupancy/safety issues of the station. The condition of the existing forcemain will be included to determine the remaining useful life of the pipeline. The subtasks for this section include the following:

- 1.2.1 Architectural Evaluation
 - 1.2.1.1 Doors, Windows, Roof, Interior and Exterior Condition
 - 1.2.1.2 Safety and Occupancy
- 1.2.2 Structural Evaluation
 - 1.2.2.1 General Structural Condition of Station
 - 1.2.2.2 Structural and Conditions Assessment of Wetwell
- 1.2.3 Pumps, Valves, Fittings, and Hydraulic Analysis
 - 1.2.3.1 Pump Condition Assessment
 - 1.2.3.2 Motors and Drive Shaft Assessment
 - 1.2.3.3 Valves and Fittings
 - 1.2.3.4 Station Piping, Flow Meters, Mechanical Bar Screen
 - 1.2.3.5 Hydraulic Analysis/Forcemain Network Model
 - 1.2.3.6 Wetwell Drawdown Pump Testing/Flow Testing
- 1.2.4 Electrical Evaluation and Assessment
 - 1.2.4.1 Electrical Service
 - 1.2.4.2 Main Electrical Panel
 - 1.2.4.3 Panelboards and Switchgear
 - 1.2.4.4 Generator and Transfer Switch
 - 1.2.4.5 Wiring, Circuitry, Conduits, and Luminaires
- 1.2.5 Control System Evaluation
 - 1.2.5.1 Level Control System Evaluation
 - 1.2.5.2 Station Telemetry and SCADA System
- 1.2.6 HVAC System Evaluation
 - 1.2.6.1 HVAC Equipment Condition
 - 1.2.6.2 Air Change Requirements for Spaces
 - 1.2.6.3 Code Compliance per NFPA 820
- 1.2.7 Forcemain Condition Assessment
 - 1.2.7.1 Tier 0 Assessment/Record Review
 - 1.2.7.2 Field Forcemain Assessment

1.3 Phase 1 Report – The physical condition assessment along with the hydraulic performance testing and modeling will be used to determine the ultimate capacity of the station. The existing forcemain network will be modeled to determine the interaction of other lift stations on the performance of the Wachter Station. Apex Engineers will assemble the pump station assessments into a concise Draft Phase I Report. The Report will clearly identify the existing

conditions as well as any occupancy/safety, hydraulic and other important issues discovered. Comments received will be incorporated into the Final Phase I Report. The subtasks for this section include the following:

- 1.3.1 Prepare Phase I Draft Report
 - 1.3.1.1 Physical Condition
 - 1.3.1.2 Estimate of Station Remaining Useful Life
 - 1.3.1.3 Current Performance and Utilization
 - 1.3.1.4 Ultimate Capacity Estimate
 - 1.3.1.5 Operation and Maintenance
 - 1.3.1.6 Forcemain Assessment
- 1.3.2 Incorporate Review Comments from City
- 1.3.3 Prepare Phase I Final Report

PHASE 2 - EVALUATION AND RECOMMENDATIONS

The Phase 2 Report will focus on the prediction of future service demands and analysis of the ultimate service area for the Wachter station. The subtasks for this section include the following:

2.1 Project Management – The Project Manager will insure that the project proceeds in a timely and efficient manner, and that the Owner is provided proper communication of the project status. The subtasks for this section include the following:

- 2.1.1 Project Administration
- 2.1.2 Quality Control/Quality Assurance
- 2.1.3 Progress Meetings

2.2 Station Evaluation and Recommendations – Future service demands and a determination of what improvements are required to bring the Wachter Station up to acceptable operation will be the focus of the Phase 2 Report. The subtasks for this section include the following:

- 2.2.1 Predict Future Service Demands
- 2.2.2 Station Deficiencies for Future Service Demands
- 2.2.3 Odor Control Evaluation
- 2.2.4 Analysis of Alternatives
- 2.2.5 Review and Ranking of Alternatives
- 2.2.6 Phasing Plan for Proposed Improvements

2.3 Phase 2 Report – The Phase 2 Final Report will summarize the findings of Phase 1 and will incorporate the prediction of future service areas and demands that will be met by the station. A recommendation of upgrades or improvements to the station will be included along with estimated costs of the recommended improvements. The subtasks for this section include the following:

- 2.3.1 Prepare Phase 2 Draft Report
 - 2.3.1.1 Recommendation of Preferred Alternative
 - 2.3.1.2 Construction Phasing
- 2.3.2 Incorporate Review Comments from City
- 2.3.3 Prepare Phase 2 Final Report

PHASE 3 - NEW FORCEMAIN DESIGN AND CONSTRUCTION ADMINISTRATION

Phase 3 services will be focused on the design and construction of a new 24" forcemain from the Wachter Lift Station to a connection point on the existing forcemain network at Washington Street. The subtasks for this section include the following:

3.1 Route Selection – The selection of a route for the new force main is intended to arrive at a preferred location for the new pipeline that will create minimal impacts on existing utilities and result in an economical finished installation. The subtasks for this section include the following:

- 3.1.1 Survey, Route Selection, Preliminary Design
- 3.1.2 Pipe Material Selection

3.2 Construction Documents – The preparation of construction documents will be completed to serve as the final design and bidding documents for construction of the new 24" forcemain. The subtasks for this section include the following:

- 3.2.1 Plans and Specifications
- 3.2.2 Bidding and Contract Documents, Opinion of Probable Cost

3.3 Bidding Services – Following preparation of final bidding documents, the project will be advertised for bid for the actual construction of the project. The subtasks for this section include the following:

- 3.3.1 Advertise for Bidding
- 3.3.2 Bidding Questions
- 3.3.3 Bid Opening
- 3.3.4 Bid Tab and Award Recommendation
- 3.3.5 Construction Contracts

3.4 Construction Administration Services – Apex will provide Construction Administrations services to insure that the field construction of the forcemain and appurtenant items are in accordance with the Contract Documents and that the quality of construction is met by the Contractor. The subtasks for this section include the following:

- 3.4.1 Pre-Construction Conference
- 3.4.2 Conduct Weekly Construction Meetings

- 3.4.3 Construction Observation
- 3.4.4 Shop Drawing Review, Coordinate QC Testing
- 3.4.5 Process Payments to Contractor
- 3.4.6 Start-Up and Pipeline Testing
- 3.4.7 Record Drawings/Equipment Manuals
- 3.4.8 Project Closeout

PROJECT SCHEDULE AND DELIVERABLES

Phase 1 – Draft Report	September 30, 2012
Phase 1 – Final Report	November 15, 2012
Phase 2 – Draft Report	November 15, 2012
Phase 2 – Final Report	December 15, 2012
Phase 3 – Construction Documents	September 15, 2012
Phase 3 – Advertisement for Bids	October 30, 2012
Phase 3 – Bid Opening	November 30, 2012
Phase 3 – Contractor Substantial Completion Date	July 30, 2012

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

~~responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.~~

- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultants' charges.
6. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates (Hourly not to Exceed)

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates
Method of Payment**

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this Paragraph is included in Article 2 – Section C2.01.A.3.

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; ; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment Under this Paragraph C2.04:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.

COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment For Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 10, 2012.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Apex Engineering Group - 2012 Reimbursable Expenses

Reimbursable Expenses	
Car/Standard Vehicle	\$IRS Rate/Mile
4-WD/Pickup	\$0.65/Mile
Field Vehicle	\$110/Day
Meals	\$40/day
Lodging	At Cost
Printing	At Cost

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

D1.01 *Resident Project Representative*

- B. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- C. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.
- D. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.


Item

#8

MEMORANDUM

DATE: April 4, 2012

TO: Mayor John Warford
Commissioner Parrell Grossman
Commissioner Mike Seminary
Commissioner Josh Askvig
Commissioner Brenda Smith

FROM: Greg Haug, Airport Manager 

RE: Regular Agenda Items for April 10, 2012 City Commission Meeting

The Airport has placed one item on your agenda for consideration: to receive and consider bids and a project budget for Reconstruct Airport Rescue and Fire Fighting (ARFF) Apron.

On October 11, 2011 the Board of City Commissioners approved an agreement with Kadrmas, Lee & Jackson (KLJ) for design and construction of the ARFF Apron (Enclosure 1). The old apron has reached the end of its useful life and needs replacement. The apron project was advertised in March, and bids were opened on Tuesday, April 3, 2012 at 4 PM.

The project is in the Airports approved Passenger Facility Charge (PFC) #5 which will reimburse 100% of the project cost. The apron will be funded initially with airport cash reserves until reimbursement is complete.


Bismarck Airport received two bids (enclosure 2). Airport staff recommends the Board receive the bids in enclosure 2, approve the low bid of \$237,926.60 from Northern Improvement and approve the project budget at enclosure 3.

As always, I am is available to answer questions you may have at 355-1808.

3 Enclosures:

1. ARFF Apron location Drawing
2. ARFF Apron bid tab
3. Project Budget



 Bismarck AIRPORT	Rev'd.	2011 PROJECT LOCATION MAP THE CITY OF BISMARCK BISMARCK, NORTH DAKOTA	SHEET NO.
			1
<u>Kadmas</u> <u>Lee &</u> <u>Jackson</u> <small>Engineers & Surveyors LLC</small>	REHABILITATE ARFF RAMP		
DRAWN BY BRT	CHECKED BY	COMPUTER NO. 1510710	LAST REVISED 1/25/2011
J:\airport\1510710\CAD\work\1510710_project_location.dwg			
Plotted-1/25/2011-11:00am © Kadmas, Lee & Jackson 2011			

ENCL 1

Kadrmass
Lee &
Jackson
Engineers Surveyors
Planners

BID OPENING: Bismarck Airport - Reconstruct ARFF Apron with Concrete Pavement
& Miscellaneous Items
PROJECT NUMBER: Quest #1912369
DATE: Tuesday, April 3, 2012
KL&J #: 1511702
TIME: 4:00 PM CST

Bidder	Total Base Bid
Northern Improvement Company Bismarck, ND	\$ 237,926.60
Strata Corporation Grand Forks, ND	\$ 316,192.55
Engineer's Opinion	\$ 239,087.90

Costs shown are AS READ at the bid opening.

AIRPORT PROJECT BUDGET

Date: April 10, 2012

Number	Description
--------	-------------

Reconstruct ARFF Apron

Scheduled Start	Scheduled End
-----------------	---------------

May 2012

August 2012

Project Construction Contracts

Project Construction Contracts	Amount
1. Northern Improvement Co. (General Contractor)	\$237,926.60
Total Construction Contracts	\$237,926.60

Engineer, Testing and Misc. Contracts	Amount
1. Kadrmas, Lee & Jackson (Design)	\$23,719.89
2. Kadrmas, Lee & Jackson (Construction, Observation, Testing, Closeout)	\$30,485.87
Total Engineer, Testing and Misc. Contracts	\$54,205.76

Administration	Amount
Administration	\$7,867.64
Total Administration	\$7,867.64

Sub Total	\$300,000.00
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CONTINGENCIES 15% \$45,000.00

OTHER COSTS

TOTAL PROJECT COST \$345,000.00

Project Funding	Amount
FAA Grant:	
Airport Funds: (\$300,000 without contingency)	\$345,000.00
*see note below	
Total Funding	\$345,000.00

*Airport will recover 100% of eligible costs from PFC #5

Item

#9

Bismarck

Department of Public Works

MEMORANDUM

TO: Keith Hunke – Assistant City Administrator

FROM: Jeff Heintz – Public Works Service Operations Director

DATE: April 4, 2012

RE: Agenda Item - Permission to award bid for tree debris cleanup from levee construction activities



Please place on the April 10th, 2012 Board of City Commissioner meeting agenda the awarding of bid for tree debris cleanup from levee construction.

The City received the bids on April 3, 2012. Forestry staff and I reviewed the bids and determined that the best and lowest bid is from Northern Improvement in the amount of \$67,869. A bid tab is included for your reference.

Funding for this work is covered by a FEMA reimbursement in the amount of \$41,844. The balance of the expense for this project will need to be covered by funds left over from other FEMA reimbursed small projects. Administration and Finance will conduct this expense balancing at the completion of all our small projects.

I will be present at the City Commission meeting to respond to questions the Board may have regarding this matter. Please contact me if you have questions or require additional information.

BID TABULATION
Tree Debris from Levee Construction Clean Up Along Bismarck
Levees A, D , E and F

Bids opened 4:00 p.m. Tuesday, April 3, 2012

Company	Total Sum Bid
Northern Improvement	\$ 67,869.00
Tom's Backhoe Service	\$ 195,290.00

Item

#11

ONGOING PROJECT AGENDA
(December 8, 2009)

1.
 - a. Public Improvements and Notification Policies
 - b. Downtown development – future of CBD
2. Centennial Beach Building Strategy
3. Transportation Plans and Projects
 - a. Hard surfaced street reconstruction project
 - b. Traffic Signal Optimization Study
 - c. Washington Street pocket park
4. Growth Management Plan Review
 - Compact growth incentives
 - Zoning ordinance amendments
 - Conformity with master plans
 - Use of CIP to control growth
 - Impact fee policy
 - Improvements in areas difficult to develop
 - Update USAB, ETA boundaries